

**West Bloomfield School District
Resolution Agreement
OCR Docket #15-18-1331**

West Bloomfield School District (the District) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of resolving the above-referenced complaint and ensuring compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35, and Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681 et seq., and its implementing regulation at 34 C.F.R. Part 106. In entering into this Resolution Agreement, the District does not admit that it violated Section 504, Title II or any other state or federal law rule or regulation or that the District engaged in any form of discrimination related to the Student or the Complainant.

The District agrees to take the following actions:

1. By **November 15, 2021** the District will send a letter via certified U.S. mail and e-mail to the Complainant informing her that if she enrolls the Student in the District during the 2021-2022 school year, the District will, within 15 school days of the Student's enrollment, convene a meeting of a group of persons knowledgeable about the Student, the Student's evaluation data, and the Student's educational placement and placement options (the Team) to discuss the following:
 - a.) Determine whether the Student is entitled to compensatory education services due to the time from XXXXXXXXX XXXX XXXXXXXX XXXXXXXXXXXX XXXX when the Student did not receive general education classes.
 - b.) Discuss whether the Student requires any services (e.g. counseling) related to the allegation that the Student was excluded from riding the school bus. In determining whether services might be necessary, the District will consider how the events underlying the OCR complaint may have interfered with or limited the Student from participating in, denied the Student the benefit of any program or service of the District, and what services are necessary to remediate the harm to the Student.

The letter will also enclose copies of any IEP progress updates for the Student for the XXXX-XXXX school year, along with an explanation regarding when such updates are used in lieu of report cards.

Reporting Requirements: By **November 30, 2021**, the District will provide OCR with documentation showing that the District implemented Item 1. If the Complainant does not enroll the Student in the District during the 2021-2022 school year, the District will inform OCR that the Student was not enrolled by **June 30, 2022**.

2. Within 15 school days of the Student's enrollment during the 2021-2022 school year, after providing proper written notice to the Student's parent(s), the District will convene the Team, including the Student's parent(s), to determine whether the Student is entitled to compensatory education as described in Section 1.a. and whether the Student requires services as described in Section 1.b. If the Team determines pursuant to Section 504 that the Student is entitled to compensatory education and/or services, it will timely provide such compensatory education and/or services to the Student. Once any compensatory education as related to the dates above is delivered in full, as part of the plan, the District's obligation to provide compensatory education pursuant to this Agreement, ends without further action of the IEP team. Services that are scheduled at a reasonable time and in a reasonable manner, but missed by the Student, without an excused absence (e.g., sickness or emergency), do not need to be made up.

Reporting Requirement: Within 120 days of the Student's enrollment in the District during the 2021-2022 school year, the District will provide to OCR documentation of the implementation of Item 2, including a copy of (a) the notice(s) to the Student's parent(s), (b) any compensatory education and services determinations, (c) documentation showing the participants in the meeting(s), (d) an explanation for decisions made, (e) the information considered, (f) meeting notes, and (e) any other documentation relevant to the determinations reached in accordance with Item 2. OCR will review the documentation to ensure that the District met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35, and 104.36.

3. By **February 15, 2022**, the District will provide training to administrators, guidance counselors, social workers, and any other relevant staff that works with Students at XXXXXX XXXXXXXXXXXX School on the following:
 - a. District's obligations to students with disabilities under Section 504 and Title II including but not limited to the requirement to evaluate (or reevaluate) students with disabilities, changes of placement, different treatment, and the potential impact bullying may have on Section 504 requirements for reevaluation.
 - b. District policies and procedures regarding investigation of bullying complaints

The training(s) will be provided by a person(s) knowledgeable about Section 504, Title II, and District policies and procedures.

Reporting Requirement: By **February 28, 2022**, the District will provide OCR with documentation showing that the District implemented Item 3. The documentation will include information about the date(s) of the training(s); copies of the agenda and any training materials distributed; the name and qualifications of the person(s) who provided the training; and a copy of the sign-in sheets of attendees, indicating name and job title.

General Requirements

The District understands that, by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms and obligations of the Agreement. Upon the District's satisfaction of the terms and obligations of the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District's representative below.

/s/

9/27/2021

Superintendent or Designee

Date