

**Bloomfield Hills School District  
Resolution Agreement  
OCR Docket #15-20-1294**

The Bloomfield Hills School 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, which prohibit discrimination on the basis of disability by recipients of federal financial assistance, and 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, which prohibit discrimination on the basis of disability by public entities. 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 25, 2021**, the district will convene the Student's Individualized Education Program (IEP) team, including the Student's parent(s), to determine what compensatory education or other remedial services the Student requires for the time period from XXXXX XX, XXXX, to the end of the XXXX-XXXX school year when the Student did not receive the XXXXXXXXXXX XXXX XXXXXXXXXXX, XXX XX X XXXXXXX, XXX XXXXXXX XXX XXXXXXXXXXX XXXXXXXXXXX XXXXXXXXXXX provided for in XXX XXXXXXXXXXX X, XXXX, IEP and XXX X, XXXX, IEP amendment. The group will develop a written plan for providing the Student with the compensatory education or other remedial services deemed necessary, which plan will identify the nature and amount of the services to be provided at no cost to the Student's parents, by whom, and when, and will become part of the Student's IEP. The district will provide the Student's parent(s) with a meaningful opportunity to provide input into these determinations, notice of the determinations made, and notice of the procedural safeguards available to the parent(s) under 34 C.F.R. § 104.36, including the right to challenge such determinations through an impartial due process hearing should the parent(s) disagree. 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 services pursuant to the compensatory education plan as related to the IEP team's determination regarding the dates above ends without further action of the IEP team. Services that are scheduled and/or rescheduled at a reasonable time and in a reasonable manner, but missed by the Student do not need to be made up.

**Reporting Requirements:**

- A. By **December 1, 2021**, the district will submit to OCR documentation showing implementation of Item 1 above, including a copy of any meeting minutes, a copy of any plan developed for the Student, documentation of any input provided by the Student's parent(s) and showing that procedural safeguards were provided to the parent(s), and any

other documentation relevant to the determinations reached in accordance with Item 1 above. If the district determined that no compensatory education or other remedial services were necessary, the district will provide a written explanation of the reasons for that determination, along with any supporting documentation. OCR will review the documentation submitted 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, in making these determinations.

- B. By **April 29, 2022**, the district will provide documentation to OCR of the dates, times, and locations that any compensatory education or other remedial services were provided to the Student, including the name(s) and title(s) of the service provider(s).

**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/

09/25/2021

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date