

**Resolution Agreement**  
**OCR Complaint #03141064**  
**Montgomery County Public Schools**

To resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), the Montgomery County Public Schools (the District) voluntarily enters into this Resolution Agreement (Agreement). This Agreement does not constitute an admission of liability on the part of the District, nor does it constitute a determination by OCR that the District violated any of the regulations enforced by OCR.

1. The District acknowledges its obligation under 34 C.F.R. § 100.7(e), as incorporated by 34 C.F.R. § 104.61, to refrain from retaliating against parties who have engaged in a protected activity or participated in the resolution process of complaints alleging discrimination in violation of statutes and regulations enforced by OCR. The regulation implementing Title II, at 28 C.F.R. § 35.134, also prohibits retaliation. By June 16, 2014, the District will distribute a memorandum to all of its teachers and administrators at XXXXXXXX XXXXXXXX XXXXXX XX XXXXXXXXXXXXX, informing them of its obligations under 34 C.F.R. § 100.7(e), 34 C.F.R. § 104.61, and 28 C.F.R. § 35.134.
2. By July 1, 2014, the District will review the Student's home and hospital records, including information provided by the Complainant and the Student's Home Hospital teacher, and consider whether XXX XXXXX XXXX XXXXX XXX XXXXX XXXXXXXX during the 2013-2014 school year because District staff XXXXX XXXXXXXX XXXXX XXXX XXXX XXXXX XXXX XXXXXXXX XXXXXXXX. The District will provide the Complainant with written notice of the outcome of its review. If services were missed due to actions of District staff, the District will offer compensatory educational services.
3. If compensatory educational services are determined to be necessary, the District will make a written offer to the Complainant regarding the District's provision of the compensatory educational services to the Student, and inform the Complainant that she must respond to the offer with fifteen (15) calendar days of her receipt of the District's letter.

**Reporting Requirements**

1. By August 1, 2014, the District will provide OCR with documentation demonstrating its implementation of items 1, 2, and 3 including:
  - a. a copy of the memorandum required by item 1 and a list of individuals, by name and title, who received it;
  - b. all information/documents considered by the District in reaching its determination regarding XXXX XXX XXXXXXXX XXXXXXXX; and
  - c. a copy of the written notice of the outcome of the review provided to the Complainant; and
  - d. the Complainant's response, if any, to the District's offer(s).

The District agrees to comply with the terms of this Agreement until OCR has released it from monitoring . The District understands that OCR will not close the monitoring until it determines that the District has fulfilled the terms of this Agreement and is in compliance with the provisions of the regulations implementing Section 504 at 34 C.F.R. § 104.61, Title II 28 C.F.R. § 35.134 and Title VI 34 C.F.R. § 100.7(e), which were at issue in this complaint.

The District agrees that by signing this Agreement, it agrees to provide data and other information to OCR in a timely manner. The District also understands that during the monitoring of this Agreement, 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 of this Agreement and the provisions of the regulations implementing Section 504 at 34 C.F.R. § 104.61, Title II at 28 C.F.R. § 35.134, and Title VI 34 C.F.R. § 100.7(e), were at issue in this complaint.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9 and 100.10) or judicial proceeding to enforce this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

/s/

5/15/14

\_\_\_\_\_  
Superintendent (or designee)

\_\_\_\_\_  
Date