

**Resolution Agreement  
DeKalb County School District, GA  
OCR Docket No. 04-15-1197**

OCR and the DeKalb County School District (District) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 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 from the Department; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12132 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities.

Prior to the completion of OCR's investigation, the District agreed to resolve the remaining issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issue of this investigation, the District agrees to take the following actions.

**Student Focused Remedy**

1. **By October 31, 2018**, the District will extend an offer in writing to evaluate the Student under Section 504 with respect to any need for compensatory and/or remedial education services related to her 2014-2015 school year hospital homebound services, and any other necessary services related to any alleged harassment and retaliation during the 2014-2015 school year, such as counseling services.

**Reporting Requirements:**

**Within 2 weeks of sending the correspondence**, the District will provide OCR with a copy of the letter, email, and any other documents related to the offer to evaluate the Student, including any documentation reflecting the parent, guardian, or student's response to this offer.

2. **If the Student's parent or guardian consents to an evaluation, then within 3 weeks of the consent** the District will:
  - a) After providing proper written notice to the Student's parent or guardian, convene a group of persons knowledgeable about the Student, including the parent or guardian, the evaluation data about the Student gathered from a variety of sources, including the Student's own independent evaluations, and the placement options to determine whether the Student needs compensatory and/or remedial services arising out of the Hospital Homebound services provided during the 2014-2015 school year, and any other necessary services related to any alleged harassment and retaliation during the 2014-2015 school year, such as counseling services. If so, the group will develop a plan for providing timely compensatory and/or remedial services, or other services

with a completion date not to extend beyond 90 school days of this determination; and

- b) Provide notice to the Student and their parent or guardian of their procedural safeguards under Section 504 including the right to challenge the group's determination through an impartial due process hearing;

**Reporting Requirements:**

**Within 2 weeks of the Student's evaluation for compensatory services under Item 2(a) above,** the District will provide OCR with documents reflecting the evaluation of the Student for providing compensatory and/or remedial services to the Student, including a description of the service(s) to be provided, the frequency and duration of the service(s), and the name(s) of the provider(s), a description of and schedule for providing any compensatory and/or remedial services or counseling services to the Student as applicable, and a copy of the notice of procedural safeguards provided to the parent or guardian. OCR will, prior to approving the District's decision concerning compensatory and/or remedial services or counseling services and plan for providing the proposed services, 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, in making these determinations. If services are not deemed necessary, the District will provide OCR with any documentation showing the rationale and basis of that decision and the team meeting minutes from the meeting where that decision was made.

**Within 15 days of completing all compensatory and/or remedial service(s) or counseling services,** the District will provide OCR with documents showing that all services have been completed.

**Training**

3. **By January 15, 2019,** the District will provide training to administrators, teaching staff, hospital homebound instructors if any, and Section 504 staff at XXXXXXXX XXXX(School) on the District's obligations under Section 504 and Title II to provide a FAPE to eligible students under Section 504, and Section 504 and Title II's prohibitions against harassment and retaliation. OCR can also provide such training under this item if requested by the District, and if requested, the District will coordinate with OCR of the proposed dates, times, and location for the training to be conducted under this item.

**Reporting Requirement:**

**If training by OCR is requested, then within 15 days of the completion of the training session under Item #3,** the District will provide OCR with a log with names and titles of all faculty, employees, and administrators who attended the training.

**If training by OCR is not requested, then by January 31, 2019,** the District will submit to OCR documentation demonstrating the completion of the training for the appropriate faculty, staff and administrators from the School. Such documentation should include the date(s) of the training session(s); a copy of the agenda of the training;

the name, position, and credentials of the trainer(s); an attendance sheet signed by the participants that indicates the names and titles; and a copy of the presentation materials.

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 this 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 of this Agreement and is in compliance with the Section 504 implementing regulation at 34 C.F.R. §§ 104.4(a) & (b)(i)-(iv), 104.35, 104.36, 104.61, and the Title II implementing regulation at 28 C.F.R. §§35.130, and 35.134. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the Superintendent or his/her designee below.

XXXXXXXXXXXXXXXXXXXXXXX

10/29/2018

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

\_\_\_\_\_  
Date

XXXXXXXXXXXXXXXXXXXXXXX

\_\_\_\_\_  
Printed Name and Title