

City Schools of Decatur, Georgia
Complaint Number 04-18-1576
Resolution Agreement

The U.S. Department of Education, Office for Civil Rights (OCR), and the City Schools of Decatur (District), Georgia, enter into this Resolution Agreement (Agreement) to resolve an allegation in the above-referenced complaint, which has been brought under 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, which prohibit discrimination on the basis of sex by recipients of Federal financial assistance. As part of its investigation, OCR reviewed the District's policy (AR 2.4(b)(1), Section C) that permits students to use bathrooms and other gender-segregated facilities corresponding to the gender identity the students assert at school (Policy); references in this Agreement include the Policy as written and as applied.

The District denies the allegations in the complaint.

Recognizing that OCR has made a finding of non-compliance with reference to the District's response to the specific allegation that is the subject of this complaint, the District agrees to take the actions below.

Pursuant to Section 303(b) of OCR's Case Processing Manual, the District agrees to implement the following actions to resolve the complaint.

- 1. Within thirty (30) days of the execution of this Agreement,** the District will develop a process to ensure that the District:
 - (a)** responds to each complaint alleging any action that violates or may violate Title IX, including sexual harassment and including any harassment associated with the Policy, in a manner that complies with Title IX, including matters which the District refers to another entity, such as a School Resource Officer or the Division of Family and Children Services;
 - (b)** maintains complete and accurate records of each complaint alleging any action that violates or may violate Title IX, as referenced above in (a), and the District's response to each complaint, including its investigation of the complaint, interim measures considered, its investigative findings, and notice provided to the parties; and
 - (c)** informs the Title IX Coordinator of all complaints alleging sex discrimination, as referenced above in (a), including complaints that the District refers to another entity, so that the Title IX Coordinator can coordinate the District's efforts to comply with Title IX and track complaints to identify any similar repeated incidents that violate or may violate Title IX.

REPORTING REQUIREMENT:

- (i) **Within forty (40) days of the execution of this Agreement**, the District will (1) provide OCR evidence of the process required by Item 1; and (2) provide notice of this process to the District's Title IX Coordinator and staff who receive and address complaints of sex discrimination, including sexual harassment.
 - (ii) **Within thirty (30) days of the end of each semester**, through the end of the 2021-2022 school year, the District will provide to OCR a complete copy of all records maintained pursuant to Item 1(b) and all notice to and tracking maintained by the Title IX Coordinator pursuant to Item 1(c).
- 2. **Within ninety (90) days of the execution of this Agreement**, the District will:
 - (a) solicit information from school teachers, counselors, and administrators at Oakhurst Elementary School (School) regarding any alleged incidents of sexual harassment of students in School bathrooms, including any allegations of harassment associated with the Policy, that has taken place from fall 2017 through fall 2019;
 - (b) solicit information from parents/guardians with children in the School regarding any alleged incidents of sexual harassment or possible sexual harassment that have taken place in school bathrooms, including any harassment associated with the Policy, from fall 2017 through fall 2019;
 - (c) designate a member of District staff to review information the District collects pursuant to Items (a) and (b) above, and investigate any alleged incidents of sexual harassment, including any harassment associated with the Policy, in school bathrooms from fall 2017 through fall 2019; and
 - (d) assess the information reviewed and investigation outcomes to determine what steps, if any, the District needs to take, including what changes, if any, it may need to make to the Policy, to comply with Title IX and its implementing regulation.

REPORTING REQUIREMENT:

- (i) **Within fifteen (15) days of the execution of this Agreement**, the District will provide, for OCR's review and approval, a detailed plan of how the District proposes to solicit information as outlined in Item 2(a) and 2(b), above.
 - (ii) **Within one hundred fifteen (115) days of the execution of this Agreement**, the District will provide OCR documents reflecting the District's review, investigation and assessment as outlined in Items 2(c) and 2(d), above, as well as copies of all underlying documents.
- 3. **Within fifteen (15) days of the execution of this Agreement**, the District will send a letter to the Student's parent (Parent), through her attorney, offering to have a qualified counselor

meet with the Student, with the Parent present if approved by the counselor, to determine whether any inaction by the District in responding to the alleged incident resulted in harm to the Student apart from the alleged incident itself. If the Parent accepts and the qualified counselor identifies harm, the District will engage with knowledgeable staff and administrators to determine what services to provide the Student to address the harm, such as counseling or educational services. The District will offer any such services to the Parent in writing, through her attorney; the District's offer of services, if any, may expire if not accepted within a stated reasonable timeframe.

REPORTING REQUIREMENT:

Within thirty (30) days of the execution of this Agreement, the District will provide OCR with a copy of the offer letter required in Item 3; a copy of the assessment, if the offer is accepted; a summary of the basis for the District's determination regarding services to offer the Student; and, a copy of the letter to the Parent with the offer of services. If the Parent timely accepts the District's offer of any services, **within 30 days of completing delivery of the services**, the District will document to OCR that the services have been provided to the Student.

The District understands that by signing the 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 the 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 commitments made under 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 the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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

/s/

June 15, 2020

Superintendent (or Designee)
City Schools of Decatur

Date