

**Resolution Agreement
DeKalb County School District
OCR Complaint #04-19-1116**

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and the DeKalb County School District (District) enter into this 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 to 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 in all programs or activities that receive 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, 28 C.F.R. Part 35, which prohibit discrimination based on disability by public entities.

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

Compensatory Education Services

- 1. Within thirty (30) days of the signing of this Agreement,** the District will convene a meeting of knowledgeable persons, including the Complainant, to determine the Student's need for compensatory educational services for the period of time from XXXXXXXX 2019 until the end of the 2018-2019 school year, as it relates to her IEP in the District. If it is determined that the Student needs compensatory services, the District will provide those services to the Student with a completion date not to exceed August 2, 2019. If the District determines that the Student's compensatory services will involve providing credit for late assignments or retaking specific assignments, the District will also recalculate the Student's final grades in the course for which these services were provided. The District will maintain in the Student's file minutes of the determination meeting, documentation of attendees, and information considered in making any determinations. The District will notify the Complainant of her procedural safeguard rights pursuant to 34 C.F.R. § 104.36, through which the Complainant may challenge the determination reached regarding the District's determinations. The District will amend, as appropriate, the Student's Individualized Education Plan (IEP) to include the type and amount of any agreed upon compensatory services, including the provider and timetable for the provision of services, at no cost to the Complainant, and the date when the provision of compensatory education services to the Student will be completed.

REPORTING REQUIREMENTS:

Within thirty (30) days of the meeting held in accordance with Item 1, the District will provide OCR with documentation showing implementation of Item 1, including a copy of the minutes of the meeting conducted in accordance with this

Item; a copy of the results of the Student's assessment for compensatory education services conducted in accordance with Section 504; a copy of the Student's IEP, including any compensatory education services agreed to be provided; and the timeframes and provider for such services, as well as documentation evidencing that the Complainant received notice of her Section 504 procedural safeguards. The District will also provide a copy of any final grades that were recalculated as a result of the compensatory services that were provided to the Student.

By October 7, 2019, if the Student needed compensatory services, the District will provide OCR documentation demonstrating that all necessary compensatory education services have been provided to the Student in accordance Item 1.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 Section 504, and its implementing regulation at 34 C.F.R. §§ 34 C.F.R. § 104.33(a)-(b) and the Title II implement regulation at 28 C.F.R. § 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 District's representative below.

President or Designee (Signature)

Date

President or Designee (Print)