

**Resolution Agreement  
Cobb County School District (Georgia)  
OCR Docket #04-19-1553**

The U.S. Department of Education, Office for Civil Rights (OCR) and Cobb County School District (District), Georgia, enter into this Resolution Agreement (Agreement) to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance or wrongdoing by the District. The District assures OCR it will take the following actions to comply with the requirements of Title IX of the Education Amendments of 1972, 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 from the Department.

Prior to the completion of OCR's investigation, the District agreed to voluntarily resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to ensure compliance with Title IX, and resolve the investigation of Complaint #04-19-1553, the District voluntarily agrees to the following actions.

**ACTION ITEM 1:**

1. By **March 30, 2020**, the District will assess whether: a) the District's investigation of the XXXXX, 2019 incident that occurred on the Student's bus, and b) the District's response to the May 22, 2019 Student Equity Grievance filed by the Complainants' former attorney regarding schoolmates allegedly exposing themselves to the Student on the school bus between XXXXX, 2019 and XXXXX, 2019, complied with the requirements of Title IX to provide a prompt and equitable response, including notice of outcome (consistent with the Family Educational Rights and Privacy Act). As appropriate in light of its assessment, the District will take actions such as providing appropriate notice of outcome and/or completing an investigation.

**Reporting Requirement:**

By **April 13, 2020**, the District will provide OCR with a report detailing its assessment and proposed actions, if any, to comply with Title IX.

**ACTION ITEM 2:**

2. By **April 27, 2020**, the District will convene a meeting, including the Student's parent(s), to determine what counseling services and/or compensatory education or other services are necessary, if any, to address any academic or other issues the Student may have experienced in light of any deficiencies identified above in Action Item 1. By **June 30, 2020**, the District will initiate any services determined to be necessary based upon the foregoing review.

**Reporting Requirement:**

- a. Within two weeks of a decision as to whether counseling services and/or compensatory education or other services are needed, if any, the District will submit to OCR documents supporting the group's decision. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, and a description of the services.
- b. By **February 1, 2021**, if counseling services and/or compensatory education or other services are determined to be necessary, the District will submit evidence to OCR showing the dates, times, and locations that these services were provided, a description of the services provided, and the name(s) of the service provider(s).

**ACTION ITEM 3:**

3. By **July 31, 2020**, the District will provide training to the District Title IX Coordinator, administrators, and staff involved in investigating sexual harassment complaints regarding Title IX's requirement to promptly and equitably respond to all student and employee complaints filed pursuant to the District's sexual harassment policy.

**Reporting Requirement:**

By **September 30, 2020**, the District will provide to OCR with a written report confirming the completion of training specified in Action Item 4. The documentation shall include: (1) the background and qualifications of the presenters/trainers; (2) a copy of the transcript(s)/materials used for the training; and (3) a list of the participants' names and titles who completed the training.

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 resolution 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 Agreement will become effective immediately upon signature below.

\_\_\_\_\_  
Superintendent or Designee's Signature  
Cobb County School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title, if signed by Designee