

**RESOLUTION AGREEMENT**  
**Fulton County Schools**  
**OCR Complaint #04-20-1117**  
**Atlanta Regional Office**

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and the Fulton 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 by failing to provide related aids and services to the Student, or wrongdoing by the District. The District voluntarily agrees to take the following actions pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation, 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 issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions:

**Item 1: 504 Plan**

By **July 30, 2020**, after providing proper written notice to the Complainant, the 504 Team (including the Complainant), will meet remotely or virtually due to Covid 19 in order to determine whether the Student needs compensatory and/or remedial services for the 2019-2020 school year.

Within a week of the meeting, if the group determines that compensatory and/or remedial educational services are needed, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond **November 30, 2020**. The plan will identify the type of services to be provided to the Student, including who will provide the services, when the services will be provided, and the starting and projected ending dates of the services. The District will provide the Complainant notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.

**REPORTING REQUIREMENT:** By **August 15, 2020**, the District will submit documentation to OCR that lists the participants in the meeting, an explanation for decisions made, the information considered, and a description of and schedule for providing any compensatory and/or remedial services (if any) to the Student. The District will also provide OCR with applicable documentation demonstrating that the services were provided by **December 31, 2020**.

**Item 2: Campus Access**

Within fifteen (15) days of the execution of this Agreement, the District will, by letter, inform the Complainant that she is no longer restricted from the School campus, effective the day of the letter. This letter may include a statement about the District's guidelines on professional decorum from parents while on school grounds as well as a statement regarding the restricted public access to District property due to Covid 19. The letter shall be mailed to the Complainant via certified, return receipt mail as well as sent electronically.

**REPORTING REQUIREMENTS:** By June 30, 2020, the District will provide OCR with documentation demonstrating that it provided written notice to the Complainant in accordance with Item 2, for OCR's review and approval.

**Item 3: Training**

By **September 1, 2020**, the District will provide training for the Student's 2019-2020 teachers and Section 504 Coordinators at the School regarding the requirements of Section 504 and Title II concerning the development and implementation of a student's Section 504 Plan as written; permitting parent(s) and legal guardians to have meaningful input in the development of a student's Section 504 Plan; and to avoid retaliation of individuals seeking redress under Section 504 and Title II. The related aids and services identified in the Student's Section 504 will also be reviewed. OCR understands that the training may occur remotely or virtually due to Covid 19.

**REPORTING REQUIREMENT:** By **October 1, 2020**, the District will provide OCR with a written report confirming the completion of training specified above. The documentation shall include: (1) the background and qualifications of the presenters/trainers; (2) a copy of the presentation handouts/materials used for the training; and (3) a sign-in attendance sheet containing the participants' names and titles.

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 request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close OCR Complaint No. 04-20-1117.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulations(s). Before initiating such proceedings, 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 representative below.

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**Dr. Mike Looney, Superintendent or Designee**      **Date**  
**Fulton County Schools**