

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND FULTON COUNTY SCHOOL DISTRICT

INTRODUCTION

- A. The Fulton County School District (the District) and the United States Department of Justice (United States or Department) (collectively, the Parties) enter into this settlement agreement (Agreement) to resolve the United States’ investigation into the District’s policies and practices for responding to sexual harassment and assault, which focused on barriers faced by students with disabilities and students and parents with limited English proficiency. The United States investigated under Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. § 1681, *et seq.*, which prohibits discrimination based on sex in education programs and activities operated by recipients of federal financial assistance; Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, *et seq.*, which prohibits discrimination based on disability by public entities; and the Equal Educational Opportunities Act of 1974 (EEOA), 20 U.S.C. §§ 1701 *et seq.*, which requires that a school district take “appropriate action to overcome language barriers that impede equal participation by its students in its instructional programs,” 20 U.S.C. § 1703(f).
- B. In April 2024, following a full review, the United States notified the District of concerns regarding the District’s compliance with these laws. In brief, the United States concluded that the District, among other issues: failed to adequately train its employees on responding to student-on-student Sexual Misconduct and lacked clearly defined policies and procedures (including with respect to roles and timelines) for investigating student-on-student Sexual Misconduct and for considering the impact of a student’s disabilities on their ability to consent to sexual activity during such investigations; and failed to offer students adequate supportive measures, ensure that students’ disabilities are effectively accommodated, and effectively communicate with students and their families.
- C. The Parties share the goal of ensuring that students in Fulton County, including students with disabilities, can enjoy the District’s education program and activities free from discrimination based on protected characteristics. Under this Agreement, the District will adopt policies and issue guidance to ensure that the District: 1) promptly involves Title IX personnel in its response to allegations of student-on-student Sexual Misconduct; 2) provides supportive measures and compensatory supports (if appropriate) to Title IX complainants; 3) provides appropriate disability accommodations by maintaining District-supplied Augmentative and Alternative Communication devices and by considering a student’s need for a bus monitor during the transition planning process; 4) ensures English Language Learners and Limited English Proficient parents can participate meaningfully in the Individualized Education Program process; and 5) ensures Limited English Proficient parents can communicate with the District about allegations and investigations of sexual misconduct. The District will also develop and deliver sexual misconduct trainings that specifically address the vulnerabilities unique to students with disabilities.

- D. The District agrees to implement the remedial measures in this Agreement, but admits to no violation. Where the District has already initiated remedial measures, this Agreement memorializes them. The Parties acknowledge that the requirements of this Agreement are intended to be implemented for the duration of this Agreement.
- E. The District agrees that it will administer its education program, services, and activities in a manner that does not discriminate based on sex or disability and that complies with the requirements of Title IX, Title II and its implementing regulation, 28 C.F.R. Part 35, and the EEOA.
- F. In consideration for entering this Agreement, the United States will refrain from undertaking further enforcement action related to this investigation or from filing a civil action alleging discrimination based on the findings of the United States' investigation, except as provided in Section VI.
- G. This Agreement seeks to resolve only the violations uncovered in the United States' investigation. It is not intended to remedy any other potential violations of Title IX, Title II, the EEOA, or any other law not specifically addressed in this Agreement. Nothing in this Agreement alters the District's obligation to otherwise comply with the requirements of the aforementioned statutes or of any other federal law. The United States, consistent with its responsibility to enforce federal civil rights laws that protect students from discrimination, retains the right to investigate and, where appropriate, initiate judicial proceedings concerning any future alleged violations of federal civil rights laws.

DEFINITIONS

- A. **Augmentative and Alternative Communication (AAC) Device:** Equipment (including but not limited to electronic devices containing communication software) that facilitates communication for non-verbal students or students with limited ability to communicate verbally (e.g., students with severe expressive communication disabilities).
- B. **District Employees:** All District- and school-level officials, administrators, faculty, staff, contractors, and volunteers, regardless of their full- or part-time employment status.
- C. **Individualized Education Program (IEP):** A written statement for each student with a disability that is developed, reviewed, and revised in accordance with 20 U.S.C. § 1414(d).
- D. **English Language Learner (ELL):** A student identified through the District's language screening assessment process as one whose first language is not English and who has not yet attained academic proficiency in the English language.
- E. **Limited English Proficient (LEP) Parents:** Parents who self-identify as preferring to have communications with District Employees in a language other than English, or parents who are known or reasonably should be known to the District as needing or preferring to have communications with District Employees in a language other than English (noting that such parents' children may or may not have been identified as ELLs).

- F. **Sexual Misconduct:** Offenses such as sexual harassment, inappropriate exposure of private body parts, sexual assault, sexual battery, sexual molestation, and other behaviors that implicate the Title IX regulations.¹
- G. **Supportive Measures:** Non-disciplinary, non-punitive individualized services, accommodations, and other assistance made available by the District to students who believe they have experienced discrimination, harassment, or retaliation related to one or more protected characteristics (e.g., sex, race, disability). Supportive Measures are designed to restore or preserve an affected student’s equal access to the District’s education programs or activities without unreasonably burdening any other student and may include measures that protect a student’s safety or the educational environment.
- H. **Transition Planning:** In the case of a student with a disability transitioning between schools (whether due to promotion from one school level to the next or to a change in enrollment), a discussion between appropriate District Employees from the student’s sending and receiving schools intended to ensure the continuity, consistency, and effective provision of services required by the student’s IEP.

TERMS OF THE AGREEMENT

I. The District’s Policies and Practices Regarding Responses to Complaints of Discrimination Based on Sex under Title IX

- A. The District will revise its policies and promulgate guidance to clarify the requirements for responding to complaints of Sexual Misconduct and ensure that complainants under Title IX continue to have equal access to the District’s educational opportunities. The policies and guidance will ensure the following:
 - 1. The District’s Title IX personnel will be promptly notified of any allegation of student-on-student Sexual Misconduct and will intervene to ensure the timely provision of all of the protections of Title IX to students alleging such Misconduct.
 - 2. The District’s investigation of and disciplinary response to any allegations of Sexual Misconduct involving students with disabilities will account for the unique circumstances affecting such students, including circumstances bearing on students’ capacity to consent, and will include any reasonable accommodations that may be appropriate based on those students’ needs.
 - 3. The District’s response to an incident implicating Title IX will include supportive measures to allow the victim of the Sexual Misconduct to continue to have equal access to educational opportunities. In addition to the supportive measures

¹ Sexual Misconduct includes, but is not limited to, the offenses described in Rules 5, 6, 16, 17, and 20 of the District’s 2023–24 Student Code of Conduct & Discipline Handbook and District Policy JD, Student Discipline/Code of Conduct (revised May 12, 2022), as well as those described in District Policy JAA, Equal Educational Opportunities for Students (revised Aug. 13, 2020).

generally available to Title IX complainants, in the case of a student with disabilities, supportive measures will include compensatory supports and services. Any such supports and services will be provided in coordination with one or more members, as appropriate, of the student's Individualized Education Program (IEP) team.

- B. The District will provide the proposed policy revisions(s) and all suggested guidance language to the United States, by August 1, 2024, for its feedback and approval. The United States will provide its feedback or approval within 30 days of receiving the proposed policy revisions. The policies and guidance will be promulgated in time to take effect during the 2024-25 school year.

II. The District's Policies and Practices Regarding Compliance with Title II of the ADA and its Implementing Regulation

- A. The District will revise its policies and promulgate guidance to ensure that students with disabilities have equal access to the District's educational opportunities. The revised policies and guidance will ensure the following:
 - 1. The District will regularly monitor students' District-supplied AAC devices to ensure that such devices are functioning properly and adequately meet students' language assistance needs (including ensuring that the devices are tailored to meet the language needs of ELLs with disabilities and the LEP parents of any students with disabilities). The District will promptly repair or replace any AAC devices found (or reported outside of the monitoring process) to be non-functioning.
 - 2. As a factor in the transition planning process, schools will explicitly consider a student's need for a bus monitor; transition meeting personnel will proactively review information about students who have required bus monitors in the past or those who present other factors suggesting that it would be advisable to assign a bus monitor to the student's bus (e.g., history of prior sexual misconduct or misconduct on buses, other aggressive behaviors, particular vulnerability).
 - 3. As a part of transportation planning, and given the possibility of a shortage of bus monitors within the District, the District should identify and prioritize students who would be especially vulnerable on an unmonitored bus.
- B. The District will provide the proposed policy revision(s) and all suggested guidance language to the United States, by August 1, 2024, for its feedback and approval. The United States will provide its feedback or approval within 30 days of receiving the proposed policy revisions. The policies and guidance will be promulgated in time to take effect during the 2024-25 school year.

III. The District's Policies and Practices Regarding Provision of English Language Services and Compliance with the EEOA

- A. The District will revise its policies and promulgate guidance to ensure that ELL students have equal access to the District's educational opportunities. The revised policies and guidance will ensure the following:
 - 1. The District provides opportunities for ELL students and LEP parents to participate meaningfully in the IEP process. This includes ensuring that trained interpreters are present for IEP meetings involving LEP parents, that documents are translated throughout the IEP process (from the consent for assessment documents through communications regarding upcoming IEP meetings, as well as the IEP documents themselves), and that barriers to accessing interpretation and translation services are minimized (including by publicizing, in languages that parents can understand, the availability of such services and the way to obtain them and by providing such services without a formal request when the need for such services is known or reasonably should be known).
 - 2. The District provides meaningful opportunities for LEP parents to communicate with District Employees about any alleged Sexual Misconduct experienced by their child, the school and/or District's investigation of such allegations, and the school and/or District's findings and response. Among other things, the District will ensure that trained interpreters are present for calls and meetings with LEP parents relating to alleged incident(s) and that LEP parents are provided translated versions of any policies, reports, investigative findings, and responsive actions related to the school and/or District's investigation.
- B. The District will provide the proposed policy revision(s) and all suggested guidance language to the United States, by August 1, 2024, for its feedback and approval. The United States will provide its feedback or approval within 30 days of receiving the proposed policy revisions. The policies and guidance will be promulgated in time to take effect during the 2024-25 school year.

IV. Training Requirements

- A. Within 60 days of this Agreement's effective date, the District will submit to the United States for its review and approval a proposed professional development plan that describes all mandatory trainings on Sexual Misconduct for District Employees and the schedule on which the District will deliver such trainings. The United States will notify the District of any concerns with the proposed professional development plan within 30 days of receiving the proposed plan, and the District will make any necessary changes to resolve those concerns.
- B. Once approved, the District will notify the United States of any subsequent proposed changes to its professional development plan, as required by Section V(B)(4).

C. The professional development plan must include, at a minimum, the following trainings:²

1. **All District Employees:** Beginning the 2024–25 school year, the District will develop and deliver a mandatory annual training on Title IX and Sexual Misconduct to all District Employees. This training must cover student-on-student Sexual Misconduct—including its proper prevention, identification, reporting, investigation, and resolution—and must specifically address the vulnerabilities unique to students with disabilities.
2. **District Employees with Investigatory and/or Disciplinary Responsibilities:** Beginning the 2024–25 school year, the District will develop and deliver a mandatory annual training to all District Employees who investigate and/or resolve Sexual Misconduct allegations, including all Title IX employees (e.g., Title IX Coordinators, Title IX Investigators, Title IX Decision-makers, Title IX Administrators) and all employees who administer student discipline for Sexual Misconduct. In addition to the content contained in the training for all employees, this training must cover investigating and responding to Sexual Misconduct allegations involving students with disabilities, including understanding the role a student’s disability may play in their ability to consent to sexual contact and how District Employees should assess whether such consent was given when making findings and determining any disciplinary consequences.
3. **District Bus Drivers, Monitors, and Aides:** Beginning the 2024–25 school year, the District will develop and deliver a mandatory annual training on Title IX and Sexual Misconduct to all District bus drivers, bus monitors, and bus aides. This training must cover properly identifying, responding to, and reporting student-on-student Sexual Misconduct on school buses, including when such misconduct involves students with disabilities. The District will also revise its bus driver logbook, and its logbook training, to include specific instruction on preventing, identifying, intervening in, and reporting student-on-student Sexual Misconduct.

D. Within 60 days of this Agreement’s effective date, the District will submit to the United States for its review and approval the materials for the trainings required by Sections IV(C)(1)–(3) and for any other trainings that discuss student-on-student Sexual Misconduct. If the United States does not approve the proposed trainings, it will provide comments and edits to guide revisions. The Parties will work cooperatively to finalize trainings and materials that the United States approves.

E. Once finalized, the District will notify the United States of all substantive changes or additions subsequently proposed for any training required by Sections IV(C)(1)–(3) and

² The District may incorporate these trainings into any existing Sexual Misconduct trainings, so long as the revised trainings include all content required by this Section.

for any other trainings that discuss student-on-student Sexual Misconduct, as required by Section V(B)(4).

- F. For each required training, the District will ensure that District Employees receive the applicable training(s) within 30 days of the start of each academic year. The District will retain attendance sheets (or their equivalent) for each training while this Agreement is in effect.
- G. Within 30 days of hiring any new District Employee, the District will ensure that the new employee receives the applicable required training(s). The District will retain attendance sheets (or their equivalent) for any new employees that receive training(s) for the duration of this Agreement.
- H. The District will provide the United States with the opportunity to attend any required trainings if the United States requests to do so.

V. Monitoring and Reporting

- A. The District will establish effective processes for monitoring, at the District and school levels, the development and implementation of required revisions to policies and procedures and the delivery of required trainings to ensure compliance with the terms of this Agreement. Specifically, the District will:
 - 1. Review and revise District-level policies and procedures relating to the provisions outlined in Sections I–III and review school-level policies and procedures on an annual basis to ensure that all policies and procedures are consistent across the District and comply with this Agreement’s terms.
 - 2. Review and revise District-level trainings relating to the provisions outlined in Section IV and review school-level trainings on an annual basis to ensure that each training is sufficient to comply with this Agreement’s terms.
- B. On or before June 15 of each year this Agreement is in effect, the District will provide to the United States an annual report documenting its compliance with Sections I–IV, including all information below regarding the previous academic year:
 - 1. A copy of the District’s professional development plan and the final training materials required by Section IV(C) that were used in the previous academic year.
 - 2. For each training required by this Agreement, documents (e.g., sign-in sheets, training logs) identifying the name of the training, the date the training was delivered, the person who led the training, and which District Employees attended.
 - 3. A list of all District Employees who are not compliant with this Agreement’s training requirements, including their role/position within the District and which training(s) they have not completed.

4. A copy of all proposed changes, for the upcoming academic year, to the District's professional development plan and to the training materials required by Section IV(C). The District will obtain the United States' approval before enacting changes.
5. A copy of each complaint relating to student-on-student Sexual Misconduct received by any District Employee that (a) involves any student with an IEP or Section 504 plan, and/or (b) involves misconduct alleged to have occurred on a school bus.
6. Documentation reflecting the District's response to each complaint provided in response to Section V(B)(5).
7. Documentation reflecting the total numbers of students in the District whose accommodations include the use of an AAC device; implementation of the process for regularly screening such devices for proper functionality; complaints or notifications relating to the functioning of the AAC devices, and the District's response(s) to those complaints.
8. Documentation reflecting the District's process for evaluating the need for a bus monitor on a bus transporting students with disabilities, the total number of bus monitors assigned to buses in the District, and the number of requests for bus monitors that the District received and that the District granted, disaggregated by school.

VI. Execution, Duration, Enforcement, and Other Terms

- A. This Agreement's effective date will be the date when both parties have signed the Agreement.
- B. This Agreement will remain in effect for three full school years following the effective date and will not terminate until at least 90 days after the United States receives the June 2027 report and all other information requested by the United States, as permitted by this Agreement. The United States will notify the District of any compliance-based objections preventing termination of the Agreement within 90 days of receiving the final June 2027 report.
 1. If the United States does not raise any concerns regarding the District's compliance, this Agreement will terminate.
 2. If the United States does raise concerns regarding the District's compliance, the Parties will attempt to resolve those concerns cooperatively. If the Parties are unable to reach a negotiated resolution, the enforcement mechanism in Section VI(F) will apply.
- C. For the duration of this Agreement, the District will preserve and maintain all records and documents, including all electronically stored information, used to compile required

reports, and all other documents related to its compliance with this Agreement. The District will provide such information promptly to the United States upon request.

- D. The United States retains the right to evaluate the District's compliance with this Agreement, including the right to conduct site visits; observe trainings; interview District Employees or students (with the consent of the student's parent or guardian); request any relevant additional information, reports, or data; and conduct any other activities as are reasonably necessary for the United States to determine whether the District has fulfilled this Agreement's terms and is in compliance with federal law.
- E. Failure by the United States to enforce any provision of this Agreement will not operate as a waiver of the United States' right or ability to enforce any provision of this Agreement.
- F. In the event of a breach by the District of this Agreement, the United States may initiate judicial proceedings in the United States District Court for the Northern District of Georgia. The Parties agree, however, that prior to the initiation of judicial proceedings, they will negotiate in a good faith effort to resolve any such breach for 30 days or until an impasse is reached.
- G. This Agreement constitutes the complete agreement between the Parties on the matters it addresses. No prior or contemporaneous communications, either written or oral, or prior drafts will be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.
- H. This Agreement may be modified only with the written consent of the Parties. Any modification must be in writing and signed by the Parties through their authorized representatives.
- I. If a court of competent jurisdiction finds, for any reason, any part of this Agreement to be invalid, unlawful, or otherwise unenforceable, that decision will not affect the validity of any other part of the Agreement.
- J. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the entities indicated below.
- K. This Agreement is binding upon the District, including its employees, successors, assigns, and legal representatives.

L. This Agreement will be enforceable only by the Parties, and nothing in this Agreement will be construed to give rise to an action by a third party to enforce its terms.

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