RESOLUTION AGREEMENT
Montgomery County Public Schools, Maryland
OCR Complaint Number 03-24-1435

Montgomery County Public Schools (District) submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR) to resolve the allegation in Complaint Number 03-24-1435. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures OCR that it will take the following actions to comply with Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability in programs and activities that receive federal financial assistance from the Department of Education, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 12131 *et seq*., and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities.

To ensure compliance with Section 504 and Title II, and to resolve the issues in this complaint, the District agrees to take the following actions:

Action Item 1: Student-Focused Remedy

1) **Within sixty (60) calendar days of signing this Agreement or by October 2, 2026, whichever is later**, the District will convene an Individualized Educational Program (IEP) meeting with a group of knowledgeable persons, including the Student's parent(s), to evaluate whether the Student currently requires compensatory and/or remedial services for the [redacted content] school year. In the event that the Student's parent(s) are not available to attend a meeting within this time period, the District may, but is not required to, extend the time period to accommodate a parent's request.

2) If the Student's IEP team determines that the Student currently needs compensatory and/or remedial services for the [redacted content] school year, within thirty (30) days of such determination, the team will develop a plan for making timely compensatory and/or remedial services available to the Student with a completion date not to extend beyond April 1, 2027. The District will provide the Student parent(s) with notice of the procedural safeguards, including the right to challenge the team's determination through an impartial due process hearing.

Reporting Requirements:

a) Within fifteen (15) days of the meeting identified in paragraph 1 above, the District will submit to OCR a copy of the meeting minutes or similar documentation from the meeting, including an explanation for decisions made, the notice of procedural safeguards, the written invitation to the Student parent(s), a copy of a written notice to the Student's parent(s) regarding the outcome of the meeting, including an explanation for decisions made, and a list of meeting attendees.

b) If the IEP team determines compensatory and/or remedial services are necessary, the District will provide documentation to OCR of the plan developed for the provision of services as described in paragraph 2 above, within thirty (30) days of such plan after the entirety of services determined necessary were made available to the Student or by May 1, 2027, whichever is sooner, of the dates, times, and locations that compensatory and/or remedial services were made available, a description of what was made available, and the name(s) of the service provider(s).

Action Item 2: Training

1) **By October 30, 2026**, the District will provide training to all instructional staff, paraeducators and administrators at [redacted content] (School). The training will include the District and School's obligations under the regulation implementing Section 504 to provide an appropriate education pursuant to the requirements of 34 C.F.R. § 104.33(a), proper implementation of a student's IEP and ensure that all relevant parties are aware of the plan and necessary services and accommodations.

Reporting Requirements:

a) Within forty-five (45) days of the deadline set forth in the paragraph above regarding training, the District will provide documentation to OCR demonstrating that it provided training to the required staff. This documentation will include: (a) the date(s) the training was conducted; (b) the name(s), title(s), and credentials of the individual(s) who conducted the training; (c) dated sign-in sheets, including the names and titles of the individuals who attended the training; (d) a list of all training materials used and disseminated, including handouts, guides, or other materials; and (e) the District's plans to provide alternate training for staff who were unable to attend the scheduled training date(s).

By signing the Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. 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 of the Agreement.

The District understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the District is in compliance with the terms of the Agreement and the statute(s) and regulation(s) at issue in the case.

The District understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings in the event of breach. 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 the signature of the District Superintendent or her designee below.

/s/ 7/30/2026

Superintendent or Designee **Date**
Montgomery County Public Schools, Maryland

Dr. Margaret S. Cage, Chief Student Support Officer
Printed Name (and Title, if Designee)