

Resolution Agreement
Cabarrus County Schools and Cabarrus County Board of Education (North Carolina)
OCR Docket No. 11-16-1777

To resolve the above-referenced complaint brought under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II), the Office for Civil Rights (OCR) of the United States Department of Education (the Department) and the Cabarrus County Schools and Cabarrus County Board of Education (jointly, “the District”) enter into the following Agreement. This Agreement addresses the District’s use of digital educational programs as part of its curriculum, including XXXXX¹ and XXXXXX.² The parties to this Agreement acknowledge that it is entered into voluntarily and that it does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

1. Use of XXXXX and XXXXXX Software. The District will ensure that all software, applications, and electronic documents used in classrooms at the District complies with a digital accessibility standard acceptable to OCR (*e.g.*, WCAG 2.1 level AA, or similar standard), or the District satisfies other objective criteria to ensure individuals with disabilities have an equal opportunity to participate in all aspects of the educational and related programs otherwise delivered through or communicated through the software, applications, and electronic documents, and that communications through these software applications or offered as an alternative to communications through the software are as effective for individuals with disabilities as for others. At a minimum, this will be accomplished as follows:
 - a. Correspondence with Third-Party Software Vendors. The District will issue a letter to the vendors for XXXXX and XXXXXX, requesting that the programs and related course materials are fully accessible to students with disabilities by May 1, 2022. ***By October 1, 2021***, the District will provide to OCR a copy of the correspondence sent to both vendors.
 - b. Interim Measures. For any classroom using XXXXX or XXXXXX during school year 2021-2022, until XXXXX and XXXXXX fully comply with the objective criteria set out in Paragraph 1, the District will provide equally effective alternate access to all content and functionality to students with disabilities, so they have an opportunity to participate in the class that is equal to that of other nondisabled students. Equally effective alternate access is measured by whether it will afford a student with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same programs and activities as a student without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use. Therefore, at a minimum the District will: (i) identify all educational purposes and benefits (*e.g.*, individualized assessment and delivery of a personalized curriculum based on individual responses in real-time,

¹ XXXXX is an adaptive math and science program by XXXXXX that “XXXXX XX XXXXX XXXXX XXXXX XXXXXXXX XXXXX, XXXXX (XXXXXXXXXXXXXXXXXXXX) XXXX XXXX XXXXX XXXXX XXX XXXXX XXXXXXXXXXXXXXXXXXXXXXX.” See XXXXXXXXXXXXXXXXXXXXXXX.

² XXXXXX, from XXXXXXXXXXX, “XXXX XXXXXXX XXXX XXXXX XXXXXXXX XXXXXXXX XXXXXXX XXXXXXX XXXXXXX XXXXXXX XXXXXXX.” See XXXXXXXXXXXXXXXXXXXXXXX.

leading to enhanced math or reading skills) of the software; (ii) develop and implement a method by which it will provide the identified educational purposes and benefits of the software to students with disabilities that provide such students with an opportunity to participate in the District's program that is equal to that provided to similarly situated students without disabilities; and (iii) ensure that communication with students with disabilities concerning the program components is as effective as that provided to students without disabilities, taking into account such factors as timeliness and accuracy of information delivery, the appropriateness of the format to the significance of the communication, ease of use, and ability to access the information independently. **By October 15, 2021**, the District will submit to OCR for review documentation of its plan for providing interim measures.

- c. Training. If the District is required to provide interim measures in any classrooms in the District pursuant to Paragraph 1(b), **by November 1, 2021**, the District will provide training to the teachers of any such classrooms regarding the development and deployment of interim measures. **By November 15, 2021**, the District will provide to OCR documentation indicating the date(s) of training, training contents, copies of training materials, name(s) and title(s) of personnel who participated in the training, and the identity and expertise of the trainer. If no such training is required, the District will notify OCR accordingly.
 - d. Accessible Systems. If the District plans to use XXXXX or XXXXXX during school year 2022-2023, then after the vendors have updated the software pursuant to WCAG 2.1 level AA or other objective criteria as noted above, or **by May 1, 2022**, whichever is earlier, the District will provide access to OCR to an account with XXXXX or XXXXXX, using the same configuration and content that will be made available to students, to facilitate OCR's testing of the software. In the event that OCR determines that either program and related digital course materials are not accessible to students with disabilities, and any accessibility barriers cannot be remediated prior to start of school year 2022-2023, the District agrees to discontinue use of the inaccessible software, select another product within forty-five (45) calendar days of notification by OCR, and provide access to OCR for the new product for subsequent review and approval.
2. Undue Burden and Fundamental Alteration. This Agreement does not require the District to take any action that it demonstrates in writing, in OCR's reasonable determination, would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens.
 3. Technical Assistance. Upon request, OCR will provide technical assistance to the District and its vendors, to the extent practicable, during the District's implementation of this Agreement. The District's duty to comply with this Agreement is not altered by the availability of technical assistance.

The District understands that by signing this Agreement, it agrees to provide data and other information in a reasonably timely manner in accordance with the reporting requirement of this Agreement. Further, the District understands that during OCR's 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. Upon the District's satisfaction of the commitments made under this Agreement, OCR will close the 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 the Agreement, 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 upon the signatures of the representatives for the District, set out below.

Date: 9/15/2021

Signature: /s/

Dr. John Kopicki

Superintendent, Cabarrus County Schools

Date: 9/13/2021

Signature: /s/

Ms. Holly Grimsley

Chair, Cabarrus County Board of Education