



### **District-Wide Remedies**

3. By **September 16, 2022**, the District will provide training to, at a minimum, District administrators and personnel, including the Superintendent, Deputy Superintendent, the Executive Director of Special Education, the Supervisor for Secondary Education, the Supervisor for Post-Secondary and Basic Programs, the Supervisor for Early Childhood and Elementary, and each school principal, including the Virtual Campus principal, with training on Section 504 and Title II. The training will be conducted by a competent authority on Section 504 and Title II, and will cover, at a minimum:
  - a. the District's obligations under Section 504 and Title II to not, on the basis of disability, exclude students from participation in any District program or activity, deny students the benefits of any District program or activity, or otherwise subject any student to discrimination on the basis of disability. The training will address the District's obligation to not provide fewer or a lower amount of services to qualified students with disabilities based on whether students attend school through the District's Virtual Campus.
  - b. the District's responsibility under Section 504 to provide qualified students with a disability a free appropriate public education (FAPE), as defined by 34 C.F.R. § 104.33, which defines FAPE as the provision of regular or special education and related aids and services that are designed to meet the individual educational needs of students with disabilities as adequately as the needs of nondisabled students are met, and that are developed in accordance with Section 504's procedural requirements at 34 C.F.R. §§ 104.34 - 104.36 regarding educational setting, evaluation, placement, and procedural safeguards. The training will cover the requirement that District decisions regarding necessary special education or related aids and services for any qualified student with a disability must be based on the individual educational needs of such student and not based on whether students attend school through the District's Virtual Campus.

**Reporting Requirement:** By **September 23, 2022**, the District will provide OCR with the date(s) of the training(s); a copy of the training agenda; copies of training materials used; the name, title, and qualifications of the person(s) who provided the training(s); and sign-in sheets showing the names and job titles of all persons who attended the training.

4. The District will update its published materials, including its website, to make clear that any qualified student with a disability enrolled in the District's virtual program is entitled to receive special education or related aids and services that are determined necessary to provide that student with a FAPE, based on the individual needs of the student, and that the District does not provide fewer or a lower amount of services simply because a student chooses to enroll in the District's Virtual Campus.

**Reporting Requirement:** By **May 13, 2022**, the District will provide OCR with documentation showing that the District implemented Item 4.

**General Requirements**

The District understands that, by signing this 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 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 and obligations of the Agreement. Upon the District’s satisfaction of the terms and obligations of 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 Agreement and/or applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District’s representative below.

/s/

05/01/2022

\_\_\_\_\_  
Superintendent or Designee

\_\_\_\_\_  
Date