



XXXXX school year; and if the team determines compensatory education and/or remedial services are necessary, then within seven school days of making its determination, the team will develop a written plan for providing timely compensatory education and/or remedial services to the Student. The Plan will identify the nature and amount of services to be provided at no cost to the Student's parent(s) and/or guardian, the individual(s) responsible for providing the applicable services, and the dates such services are to be provided. The District will provide a copy of the plan to the Student's parent(s) and/or guardian.

- B. Within seven school days of the team meeting referenced in Action Step 1(A) above,** and any subsequent meeting to determine services, supports or program modifications and any compensatory education deemed necessary, the District will provide the Student's parent(s) and/or guardian with notice of their procedural safeguards, in accordance with 34. C.F.R. § 104.36 regarding, the team's decisions with respect to the evaluation and placement of the Student, the Student's need for compensatory education, and any plan for the provision of compensatory education services, including their right to challenge the team's determinations through an impartial due process hearing.

**Reporting Requirement:**

1. **Within 30 days of signing this Agreement,** the District will provide OCR with a copy of the certified letter inviting the Student's parent(s) and/or guardian to re-enroll the Student in the District as discussed in Action Step 1(A), and evidence showing the method of delivery to the Student's parent(s) and/or guardian as well as any response from the Student's parent(s) or guardian.

**Action Step 2 -School-wide remedies**

- A. By **September 1, 2022,** the District will provide training to District staff at Northmoor Elementary School who are involved with the identification, evaluation, and placement of students with disabilities regarding the requirements of Section 504 and Title II and their implementing regulations. The District will provide this training to, at a minimum, the District's Section 504 coordinator, the Principal of Northmoor Elementary School, and administrators and staff members at Northmoor Elementary School who are involved in evaluating and making determinations regarding student eligibility under Section 504, including social workers, psychologists, special education staff members, and any other individuals the District deems appropriate. This training shall be provided by a competent authority on Section 504 and Title II, and shall cover Section 504 and Title's prohibition against disability discrimination, Section 504 and Title II's requirements regarding the identification, evaluation and placement of students suspected of having a disability, and Section 504's requirement that eligible students be provided with FAPE. The training shall also cover Section 504 and Title II's requirements regarding the discipline of students with disabilities and will also cover the procedure referenced in Action Step 2(A).

**Reporting Requirements:**

1. **By July 1, 2022**, the District will submit to OCR for its review and approval a copy of its proposed training materials the District intends to use to implement Action Step 2(A), along with information to support that the proposed trainer is a competent authority on Section 504 and Title II. Within 60 calendar days after OCR’s approval of the training materials and trainer qualifications, or by September 1, 2022, whichever is later, the District will provide OCR with documentation showing that the training required by Action Step 2(A) has been provided. The documentation will include the date(s) of the training(s), copies of the agenda and any training materials used or distributed during the training(s), and a copy of the sign-in sheets showing the names and job titles of all persons who attended the training(s).

**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 of the Agreement. Upon the District’s satisfaction of the commitments made under the 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 the 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.

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

/s/

04/04/2022

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

\_\_\_\_\_  
Date

Northmont City School District