

Resolution Agreement

Arlington Public Schools (Virginia) OCR Docket No. 11-21-1033

To resolve the above-referenced complaint brought under Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act, the Office for Civil Rights (OCR) of the U.S. Department of Education and the Arlington Public Schools (District) enter into the following agreement. 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 XXXXXX Software. The District will ensure that all software, applications, and electronic documents used in classrooms at the District's Dr. Charles R. Drew Elementary School (the School) (including any learning management systems and related course materials) complies with a digital accessibility standard acceptable to OCR (*e.g.*, WCAG 2.1 level AA, or similar standard), or satisfies other objective criteria to ensure people with disabilities have an equal opportunity to participate in all aspects of the educational and related programs delivered through or communicated through the software, applications, and electronic documents, and that communications through these media are as effective for people with disabilities as for others. At a minimum, this will be accomplished as follows:
 - a. Prior to the start of School year 2021-2022, the District will issue an accessible notice via the Parent View portal to all parents and guardians in the District identifying the process that parents and guardians with disabilities can follow to obtain accommodations, and appropriate auxiliary aids and services leading to effective communication, so they have an opportunity equal to that of nondisabled parents and guardians to support their children's use of digital programs, services, and activities. **By October 1, 2021**, the District will provide to OCR a copy of such notice issued by the District.
 - b. Interim Measures: For any classroom using XXXXXX during school year 2021-2022, until XXXXXX fully complies with the objective criteria set out in Paragraph 1, the District will provide equally effective alternate access to all content and functionality to persons with disabilities, so they have an opportunity to participate in the class, or in their children's education, as applicable, that is equal to that of other nondisabled persons. Equally effective alternate access is measured by whether it will afford a person with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same programs and activities as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.
 - c. Training. If the District is required to provide interim measures in any classrooms at the School pursuant to Item 1(b), above, **by November 15, 2021**, the District will provide training to the teachers of any such classrooms regarding the development and deployment of interim measures, and who have not already received such training. **By December 1, 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. If the District plans to use XXXXXX during school year 2022-2023, after XXXXXX has audited and updated its software pursuant to WCAG 2.1 level AA or other objective criteria as noted above, **by April 1, 2022**, the District will provide access to OCR to an account with XXXXXX, using the same configuration and content that will be made available to parents and students. In the event that OCR determines that the XXXXXX platform and related digital course materials are not accessible to individuals with disabilities, and any accessibility barriers cannot be remediated prior to start of school year 2022-2023, the District agrees to discontinue use of XXXXXX, select another product within ninety (90) calendar days of notification by OCR, and provide access to OCR for any new product(s) selected. Prior to the closure of this monitoring, OCR will need to verify the product is usable to people with disabilities
2. **Training.** **By November 15, 2021**, the District will provide training to specified staff in the Department of Teaching and Learning regarding the development and deployment of accessible electronic documents, including documents created in word processors (such as Microsoft Word) and documents saved as Portable Document Format (PDF) files. The specific staff in the Department of Teaching and Learning required to be trained under this provision is limited to Directors, Supervisors, Specialists and Coordinators. **By December 1, 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.
3. **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.
4. **Technical Assistance.** Upon request, OCR will provide technical assistance to the District, 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 signature of the representative for the District, set out below.

/s/

Bridget Loft
Designee for Dr. Francisco Durán, Superintendent
Arlington Public Schools

8/31/21

Date