

Settlement Agreement
between
The United States of America
and
North Gibson School Corporation

I. BACKGROUND AND GENERAL PROVISIONS

- A. On August 22, 2019, the U.S. Department of Justice, Civil Rights Division, Educational Opportunities Section (the “United States”) notified the North Gibson School Corporation (the “District”) (collectively “the Parties”) that it was initiating an investigation to determine whether the District’s restraint and seclusion practices violate Title II of the Americans with Disabilities Act (“Title II”), 42 U.S.C. § 12132, by discriminating against students with disabilities or denying those students the benefits of the District’s “services, programs or activities.”
- B. In February 2020, having requested, obtained, and reviewed policies and procedures, incident reports, and other relevant documents, the United States conducted a site visit to the District.
- C. The purpose of this Agreement is to resolve the United States’ investigation, to address discrimination on the basis of disability in the use of inappropriate seclusion or restraints, and to improve the delivery of services to students with disabilities in the District. The Parties have agreed that negotiating a settlement agreement at this stage would be mutually beneficial because it would focus resources on the District taking effective steps to ensure that its seclusion and restraint practices do not discriminate against students with disabilities.
- D. The District agrees that it will administer its education program, services, and activities in a manner that does not discriminate on the basis of disability.

II. DEFINITIONS

- A. “**Administrators**” for purposes of identifying those who will be trained pursuant to the terms of this Agreement, refers to all principals, assistant principals, and District-level supervisors who oversee or evaluate the performance of principals or assistant principals.
- B. “**Behavior Intervention Plan**” or “**BIP**” refers to a plan created by appropriately trained professionals for an individual student and agreed upon by the Case Conference Committee, comprised of positive behavioral interventions, strategies, and supports, which may include reasonable modifications to the nature of instruction, curriculum, or school routine. Such plans are typically developed based on the outcome of a Functional Behavior Assessment and reflect feedback from parents or guardians regarding the emotional, mental, and physical health of the student, as well as other relevant data.
- C. “**Classroom-wide Behavior Management Plan**” refers to written documentation of the systems, rules, routines, and techniques used by a teacher in a classroom to support student positive behavior and address student misbehavior.
- D. “**CPI**” refers to the Crisis Prevention Institute, Inc. or any entity that replaces CPI in providing training to District staff on how to use Physical Restraint.

- E. **“De-escalation Techniques”** refers to a progression of non-verbal (*e.g.*, body language, physical cues, and allowing personal space), verbal, and environmental (*e.g.*, clearing a room of all other students to reduce risk to the individual or to other students) interventions used to reduce misbehavior of a student that might pose a danger.
- F. **“Functional Behavior Assessment”** or **“FBA”** refers to a systematic process that is used to operationally define a behavior, identify factors that support the behavior, and determine the underlying function or purpose of a behavior, so that an effective Behavior Intervention Plan can be developed. Such a process identifies pupil-specific, socio-affective, cognitive, and/or environmental factors associated with the occurrence (and non-occurrence) of specific behaviors, to understand the function or purpose behind the behavior. An FBA describes the problem behavior, identifies preceding and subsequent events that control the behavior, and develops and tests a theory of the behavior. It should be completed by qualified professionals after reviewing student records (including the student’s disciplinary record and other relevant data), conducting interviews with the student and the student’s parents or guardian, direct observation, and collecting and analyzing additional sources of assessment data (*e.g.*, rating scales).
- G. **“Instructional Staff”** refers to certified staff (*e.g.*, teachers and counselors) and non-certified staff (*e.g.*, teacher aides or paraprofessionals) who work directly with students.
- H. **“Homebound Instruction”** refers to instruction outside of the school classroom setting in a student’s home or another location (*e.g.*, medical placement or a public library).
- I. **“Physical Restraint”** refers to physical contact between District staff and a student in which the student unwillingly participates and that involves the use of a manual hold to restrict freedom of movement of all or a part of the student's body or to restrict normal access to the student's body. The term includes holding or grabbing a student to escort, compel, or coerce the student to move to another location within the school. It does not include a temporary touching of the hand, wrist, arm, shoulder, or back without applying pressure or force for the purpose of guiding or directing a student. An action need not be a CPI-trained technique to meet the definition of “Physical Restraint” for purposes of this Agreement.
- J. **“Seclusion”** refers to the involuntary confinement of a student alone in a room or area. It includes the use of any room or area in which a student is involuntarily confined alone regardless of its name (including “time out,” “green,” “break,” or “reset” rooms or a “quiet area” or “think about it spot”). It does not refer to any location where the school authorizes a student to go voluntarily to engage in calming or de-escalating behavior.
- K. **“Incident Form”** refers to the District document titled “Seclusion and Restraint Incident Form,” and all its subsequent iterations, that will be renamed to account for the District’s planned discontinuation of the use of Seclusion and which the District uses to record what happened during a Physical Restraint, its evaluation of that incident, parental notification, and any actions to be taken as a result.

- L. **“Self-Contained Classroom”** refers to a classroom comprised only or primarily of students with disabilities where a Special Education teacher is or should be responsible for instruction in all or nearly all academic subjects, including “Life Skills” and “Emotional Disabilities” classrooms and such classrooms at the preschool.
- M. **“Shortened School Day”** refers to any day that a student receives in-school educational services for less time than age/grade-level peers within the same school and/or school program.
- N. **“SRO”** refers to a School Resource Officer.
- O. **“Student with a Disability”** or **“Students with Disabilities”** refers to a student(s) who has or would qualify to receive accommodations, reasonable modifications of policy, or disability-related services or supports under the Individuals with Disabilities Education Act (“IDEA”), the Americans with Disabilities Act (“ADA”), or Section 504 of the Rehabilitation Act of 1975 (“Section 504”).

III. INTERVENTION COORDINATOR

- A. Within 90 days of the effective date of this Agreement, the District will appoint an Intervention Coordinator (“Coordinator”) who is qualified to carry out all the responsibilities of that position.
- B. Consistent with the requirements set forth below, it will be the responsibility of the Coordinator to: review every Incident Form; ensure required follow-up occurs after each incident; evaluate and improve the District’s restraint practices; adjudicate complaints; and submit status reports to the United States.

IV. CLASSROOM-WIDE BEHAVIOR MANAGEMENT PLANS

- A. The District will create or revise Classroom-wide Behavior Management Plans for each of its Self-Contained Classrooms. The District will ensure that those Plans do not discriminate against Students with Disabilities. The plans will discourage the use of Physical Restraint, define appropriate discipline, and assure equal opportunities to all students to participate in and benefit from programs, services, or activities. The District will reasonably modify the Classroom-wide Behavior Management Plans in the cases of students whose disabilities make it unreasonable to expect them to comply with the Plans.
- B. The Classroom-wide Behavior Management Plans will ensure that Instructional Staff employ appropriate De-escalation Techniques designed to address student misbehavior without escalating more extreme behavior.¹
- C. The revised Classroom-wide Behavior Management Plans will discontinue the use of movable classroom dividers, and ensure the safe and appropriate use of all classroom furniture so that furniture does not pose safety hazards, escalate student misbehavior,

¹ Examples of techniques that could escalate behavior include cornering students, invading their personal space, or blocking an agitated student from leaving a space.

seclude students, or create conditions that increase the likelihood of Physical Restraint or Seclusion.

- D. The revised Classroom-wide Behavior Management Plans will focus on promoting and reinforcing positive behaviors. To the extent the Plan uses an incentive system such as a “token economy,” points will be awarded, but never subtracted based on behavior. Students will not be deprived of recess, access to food, the ability to participate in special classes (*e.g.*, gym, art) or other activities for engaging in misbehavior.
- E. To the extent the Classroom-wide Behavior Management Plan sets generally applicable behavior goals for students in the class, those goals must be reasonable in light of the abilities of the students in the class.
- F. Within 75 days of the effective date of this Agreement, the District will submit the revised Classroom-wide Behavior Management Plans to the United States for review and approval. If the United States does not approve the revised Plans, it will provide comments and edits to guide the District’s revisions. The parties will work cooperatively to produce final Classroom-wide Behavior Management Plans that the United States approves.
- G. Once the United States approves the final Classroom-wide Behavior Management Plans, the District will adopt them immediately, implement them with fidelity thereafter, and not change them while this Agreement is in effect (except as provided below when necessary to provide an individual student a reasonable modification) without the approval of the United States.
- H. The District will provide reasonable modifications to its Classroom-wide Behavior Management Plans for individual students when necessary to accommodate their disabilities, integrate them into the classroom population, and better implement their Individual Education Programs (“IEPs”).
- I. The District will provide all parents/guardians with a copy of the Classroom-wide Behavior Management Plans, and all subsequent updates, for each classroom in which their child is assigned. Parents/guardians will have an opportunity to have the District explain the Plan, to ask any questions, and to request any reasonable modifications to the Plan.

V. SECLUSION PRACTICES

- A. The District will no longer designate or utilize any rooms or areas in any school buildings for the seclusion of students.
- B. The District will implement its plan to revise policies to prohibit the use of Seclusion.

VI. PHYSICAL RESTRAINT PRACTICES

- A. Physical Restraint may be used only when a student is engaging in behavior that presents an imminent risk of serious injury to the student or others.
- B. Physical Restraint may be used only as a last resort after all appropriate De-escalation Techniques have been implemented without success and then only by a staff member who has received CPI training and is using appropriate CPI techniques.
- C. Physical Restraint of a student must end when their behavior no longer poses an imminent risk of serious injury to the student or others.
- D. Any time a student is subject to Physical Restraint, the District will immediately begin developing an FBA and an accompanying BIP for that student (unless an FBA and BIP have been completed within the last month). The FBA and BIP must be properly completed by an appropriately trained professional and implemented within 20 instructional days of the incident occurring.

VII. DOCUMENTATION AND MONITORING

- A. The District will revise its Incident Form to provide places for staff to:
 - i. Separately list each Physical Restraint used during an incident and the time each began and ended.
 - ii. List all De-escalation Techniques used or other actions taken prior to the use of Physical Restraint.
 - iii. Describe all Physical Restraint techniques used.
 - iv. Specify the role each staff person played in the incident.
 - v. Provide an account of what was discussed during the staff, student, and parent/guardian debriefs of the incident, and the results of each debrief.
 - vi. Although the District is discontinuing the use of seclusion, in the event that a seclusion takes place, the District must complete an Incident Form, with the information above, for each seclusion.
- B. Within 75 days of the effective date of this Agreement, the District will submit the revised Incident Form to the United States for review and approval. If the United States does not approve the revised Incident Form it will provide comments to guide the District's revisions. The parties will work cooperatively to produce a final Incident Form that the United States approves.
- C. Once the United States approves the final Incident Form, the District will fully and accurately complete that documentation (including all "debriefs" required by District

policy and determinations of appropriate follow-up) every time a student is subject to Physical Restraint (as defined for purposes of this Agreement).

- D. When staff complete the Incident Form, they will:
- i. Include all required information on the form itself, rather than referring to attached behavior reports or other documents.
 - ii. Provide objective descriptions of the student's behavior instead of characterizing that behavior (*e.g.*, "student was yelling" rather than "student was angry").
 - iii. Describe in the section of the incident report titled "plan for dealing with the student behavior in the future" a course of action that aligns with the FBA and BIP and/or provides for creating or revising those documents in cases where a new behavior is occurring or a pattern of behavior is leading to the use of Physical Restraint.
- E. When a student is subjected to Physical Restraint, the student's parent or guardian must be notified verbally by the end of the school day. A copy of the incident report prepared by staff following the use of Physical Restraint with a student must be sent to the student's parent or guardian within two school days.
- F. All Incident Forms completed pursuant to Paragraph VII(C) above will be reviewed by the Coordinator within two school days to determine whether all Physical Restraints met the requirements of Section VI of this Agreement. The Coordinator will evaluate and explain in writing whether the use of Physical Restraint met each requirement of this Agreement, including but not limited to whether District staff completed the forms properly, conducted required debriefs, and determined appropriate follow-up. Should the Coordinator determine that a use of Physical Restraint did not comply with this Agreement or the report was not properly completed, the District will take immediate appropriate remedial action. The Coordinator will also ensure that all FBAs and BIPs required because of the use of Physical Restraint are properly completed by the deadlines in this Agreement.
- G. Monthly at each District school, all staff involved in an incident of Physical Restraint, and any other relevant staff at that school, will discuss all incidents of Physical Restraint including what went well and what could be improved. The staff will then simulate the events leading up to the incident to practice De-escalation, alternative interventions, and Physical Restraint procedures. If there were no incidents of Physical Restraint that month, District staff should choose an incident from a prior academic year to review and practice.
- H. At least every six months, the Coordinator will meet with the administrators and the relevant staff from every school that has used Physical Restraint since the last time the Coordinator met with that school. During the review meeting, the attendees will examine the school's Physical Restraint practices by reviewing incident reports and all relevant data, in order to:

- i. Identify patterns involving particular students or staff (including action by staff that escalated student misbehavior) and determine how to address those patterns to reduce the use of Physical Restraint;
 - ii. Assess the effectiveness of the De-escalation Techniques used and devise ways to improve those techniques;
 - iii. Evaluate whether staff are using appropriate Physical Restraint techniques;
 - iv. Discuss ways to improve the school's staff, student, and parent debrief process;
 - v. Evaluate the quality of the FBAs conducted and BIPs developed, and identify ways to improve their effectiveness;
 - vi. Evaluate whether interventions put in place for students were implemented with fidelity and whether they proved effective, and identify ways to increase fidelity and effectiveness;
 - vii. Identify any changes to the learning environment, including the physical spaces, and that would help to avoid the need for future Physical Restraint; and
 - viii. Examine the school's notification practices and whether they can be improved.
- I. After each school review provided for in Paragraph VII(H) above, each school will implement all appropriate school-level changes identified by the review. Within one week of the review meeting, the Coordinator will submit a written report to the Superintendent identifying the results of the review, including all changes being made at the school level, all changes the school recommends be made at the District level, and identifying all training needs. For every recommendation from each school review, including the identification of training needs, the District will document how it has implemented the recommendation and provided the training, or state the reasons why it has not implemented the recommendation or provided the training.
- J. The Coordinator will monitor all IEPs of students whose placement includes time in a Self-Contained Classroom to ensure that included behavioral goals are consistent with the identified target and replacement behaviors in that student's FBA and BIP (including ensuring that if the FBA includes several behaviors of concern, the IEP should include behavioral goals for each of those behaviors).

VIII. CALLING PARENTS OR GUARDIANS TO SCHOOL

- A. If a school requests that a parent or guardian of a Student with a Disability who is not on a Shortened School Day come to the school because of that student's behavior, the District may not require the parent or guardian to take a student home from school (or encourage the parent or guardian to do so) unless the student has been assigned an Out-of-School Suspension or Expulsion, provided, however, that a parent who is called to school because of a student's behavior and requests (without any prompting or coercion)

to take the student home may be permitted to take the student home from school when it is in the student's best interests to do so.

- B. If a school requests that a parent or guardian of a Student with a Disability who is not on a Shortened School Day come to the school because of that student's behavior, the District will immediately begin the development of an FBA and an accompanying BIP for that student (unless an FBA and BIP have been completed within the last month). The FBA and BIP must be properly completed by an appropriately trained professional and implemented within 20 instructional days.
- C. If a school requests that a parent or guardian of a Student with a Disability who is not on a Shortened School Day placement come to the school because of the student's behavior, the school will no later than the next school day complete a report of the incident that lists the name and grade of the student and describes the student's behavior, the De-escalation Techniques and other actions taken by school staff, why the school requested the parent or guardian come to school, the result (including whether the parent or guardian took the student home and when and how that occurred), and the District's action to ensure that the student was provided a reasonable opportunity to make up missed work.
- D. The Coordinator will review all reports completed as required by Paragraph VIII(C) within two school days of their completion and evaluate in writing whether the school complied with the standards set forth in Paragraph VIII(A) above. For each incident that does not comply with those standards, the District will take immediate, appropriate remedial action. The Coordinator will also ensure that all FBAs and BIPs required because a parent or guardian of a Student with a Disability is called to come to school because of a student's behavior are properly completed in compliance with Paragraph VIII(B) above.

IX. SHORTENED SCHOOL DAY AND HOMEBOUND INSTRUCTION

- A. Prior to any Shortened School Day placement for a student in a Self-Contained Classroom, the District will document completion of all of the following steps to try to keep the student in the full-day program:
 - i. Identify through an FBA the underlying causes of the behavior that led to consideration of a Shortened School Day, then develop and implement a BIP based on that FBA;
 - ii. Determine and document whether the District previously placed the student on a Shortened School Day, and if so, whether the placement(s) successfully addressed the behaviors at issue, and if not, why the District still believes a Shortened School Day placement is appropriate; and
 - iii. Explore and attempt all practical alternatives to Shortened School Day for a reasonable duration. This will include considering day treatment program

placements and alternative full-day schedules (such as pull-out sessions in school) to keep the student in the full-day program.

- B. The District will not change the placement of a Student in a Self-Contained Classroom to Homebound Instruction unless it has first tried a Shortened School Day placement, after documenting completion of all of the requirements above, for a reasonable time.
- C. The District will not use Shortened School Days or Homebound Instruction as a transitional placement for a student in a Self-Contained Classroom while that student is awaiting another placement.

X. COMPLAINT PROCEDURE

- A. The District will develop a complaint procedure (hereafter “complaint procedure”) to ensure that the District responds in a timely fashion to all complaints regarding the use of Seclusion, Physical Restraint, Shortened School Day, Homebound Instruction, and calls to parents or guardians to come to the school because of a student’s behavior.
- B. The new complaint procedure will:
 - i. Allow complaints to be made orally or in writing by any student, parent, guardian, staff member or other individual;
 - ii. Designate the individuals who will accept, process, and adjudicate complaints;
 - iii. Require all District employees to refer complaints to the individuals designated in Paragraph X(B)(ii) and ensure that they are so referred;
 - iv. Require the District to include, everywhere information about Seclusion, Physical Restraint, Shortened School Day, Homebound Instruction, and calls to parents or guardians to come to the school because of a student’s behavior is provided (*e.g.*, the district’s website, Incident Forms, relevant policies and procedures, student handbooks, letters home), a notice informing students, parents, guardians, and staff members of their ability to file a complaint and of the complaint procedure;
 - v. Ensure that verbal complaints are reduced to writing;
 - vi. Ensure that all complaints are adjudicated within 60 days by the District;
 - vii. Provide a written explanation of the resolution simultaneously to all parties involved;
 - viii. Require the District to take all appropriate remedial action in response to each complaint;
 - ix. Prohibit any adverse action including, but not limited to, retaliation, harassment, or negative educational consequence, being taken against the student or complainant (or any member of their family) or any other individual (or any

member of their family) for filing the complaint or otherwise participating in the complaint process; and

- x. Allow for written and verbal complaints of retaliation to be brought pursuant to the Complaint Procedures.
- C. Within 75 days of the effective date of this Agreement, the District will submit the complaint procedure to the United States for review and approval. If the United States does not approve the complaint procedure it will provide comments and edits to guide the District's revisions. The parties will work cooperatively to produce a final complaint procedure that the United States approves.
 - D. Once the United States approves the final complaint procedure, the District will adopt it immediately, implement it effectively thereafter, including providing any needed training to District staff, and not change the complaint procedure while this Agreement is in effect without the approval of the United States.

XI. LAW ENFORCEMENT

- A. Any time District staff requests that an SRO or other law enforcement officer respond to student conduct, that staff person will complete a written report that lists the name, grade, and disability status of the student and describes:
 - i. What De-escalation Techniques and other efforts to address the student misbehavior the staff person used before contacting the SRO or other law enforcement officer; and
 - ii. Why the staff person requested the SRO or other law enforcement officer become involved.
- B. All reports completed as required by Paragraph XI(A) above will be reviewed by the Coordinator within two school days of their completion to evaluate compliance with the standards set forth in Paragraph XI(A) above. For each incident that does not comply with those standards, the District will take immediate, effective remedial action.
- C. The District will consult with administrators, SROs, the Coordinator, and parents and students, to identify ways to minimize unnecessary referrals to or reliance on SROs for student misconduct that does not involve threats to safety or for conduct that can be safely and appropriately handled by school personnel, and to provide clear guidance to school personnel on when and how such referrals should occur.
- D. The District will offer all SROs the opportunity to attend other District trainings on the District's disciplinary policies and procedures and on responding to the behavior of students with disabilities.

XII. STAFFING

- A. The District will develop a multi-year plan to hire more teachers with a special education certification and create incentives for current employees to obtain special education certification and teach special education in the District.
- B. The District will submit this plan to the United States by the end of the 2020-21 school year for review and comment. The United States will provide comments within 60 days so that the District may begin implementing the plan as soon as practicable following the District's receipt of comments on the draft from the United States.

XIII. TRAINING

- A. Within five months of the effective date of this Agreement, the District will provide the Coordinator with all training required to fulfill the responsibilities of that position.
- B. The Coordinator will ensure implementation of a yearly professional development for all Instructional Staff (including paraprofessionals and all aides who work with any Students with a Disability) covering:
 - i. Federal and state laws on how to serve students with disabilities, including the ADA and Section 504, which covers, among other topics, how to consider and respond appropriately to requests for reasonable modifications;
 - ii. Implementing Classroom-wide Behavior Management Plans (including implementing instruction aligned with behavior goals);
 - iii. Principles of behavior, analyzing behavior, proactive behavior management, de-escalation, and simple non-intrusive strategies for handling misbehavior;
 - iv. Proper use of Physical Restraint, including supervised practice of Physical Restraint techniques for all CPI-trained staff until they can perform all of the CPI holds with fidelity;
 - v. Providing individualized supports and interventions to students and evaluating the effectiveness of those supports and interventions;
 - vi. How to complete all reports, forms, and reviews required by this Agreement;
 - vii. How to refer complaints filed under the complaint procedure in Section X; and
 - viii. Effective debriefing after an incident of Physical Restraint.
- C. The Coordinator will ensure implementation of an additional yearly professional development course for all special education teachers (in addition to attending the training in Paragraph XIII(B) above) covering:
 - i. Conducting FBAs and developing and implementing BIPs; and

- ii. Writing behavioral goals and implementing instruction aligned with those goals.
- D. The Coordinator will ensure implementation of a yearly professional development course for all Administrators covering how to review all reports completed pursuant to Paragraph VII(C) including to determine whether staff completed the forms properly (including conducting required debriefs and determining appropriate follow-up).
- E. The Coordinator will ensure implementation of yearly training for all SROs covering:
 - i. Working with students with disabilities, including mental health and emotional disabilities;
 - ii. De-escalation Techniques and conflict resolution;
 - iii. The behavior management systems at each school where the SRO works or is assigned; and
 - iv. All other training the District determines is needed to implement the terms of this Agreement.
- F. All professional development provided to meet the requirements of Section XIII will include instruction that provides participants with examples (and non-examples), modeling, opportunities for practice and feedback, and time for review and reflection.

XIV. REPORTING AND ENFORCEMENT

- A. On or before January 15 and July 15 of each year this Agreement is in effect, the District will provide a status report to the United States that includes all information below regarding the most recently completed six months.
- B. Each District status report will provide, for each paragraph in Sections III-XIII (above), a narrative describing the District's efforts to comply with that paragraph since the last status report (or since the effective date of the Agreement in the case of the first status report) and all documents that demonstrate the District's efforts to comply with that paragraph including:
 - i. Copies of all reports regarding the use of Physical Restraint completed pursuant to Paragraph VII(B), and the written evaluations of those reports by the Coordinator and documentation of any corrective action taken as a result of that evaluation as required by Paragraph VII(F);
 - ii. Copies of all reports evaluating Physical Restraint practices submitted to the Superintendent pursuant to Paragraph VII(I);
 - iii. Copies of the District's documentation regarding its implementation, or decision not to implement, school recommendations and training needs regarding Physical Restraint pursuant to Paragraph VII(I);

- iv. Copies of all reports regarding requests that a parent or guardian come to the school completed pursuant to VIII(C) and all evaluations of those reports required by Paragraph VIII(D);
 - v. Copies of all reports regarding Shortened School Day or Homebound placements required by Paragraphs IX(A) and IX(B);
 - vi. A list of all documents containing the notice required by Paragraph X(B)(iv);
 - vii. Copies of all complaints received pursuant to Section X;
 - viii. Copies of all complaint adjudications required by Paragraph X(B)(vii);
 - ix. Copies of all reports regarding requests that SROs or other law enforcement respond to student conduct completed pursuant to Paragraph XI(A);
 - x. A list and description of all trainings conducted in the prior six months to satisfy the requirements of Section XIII of this Agreement and a copy of all materials utilized, handed out, or discussed during those trainings;
 - xi. A list and description of all training the District plans to conduct in the following six months to satisfy the requirements of Section XIII of this Agreement; and
 - xii. All FBAs and BIPs completed pursuant to the provisions of this Agreement.
- C. Upon reasonable notice to the District, the United States may request additional documents or data, tour schools, monitor training for quality and substance, and conduct any other compliance activities that the United States determines are necessary to monitor the District's implementation of the Agreement.
- D. The United States may enforce the terms of this Agreement and Title II. If the United States determines that the District has failed to comply with the terms of this Agreement or has failed to comply in a timely manner with any term of the Agreement it will so notify the District in writing. If the Parties are unable reach a satisfactory resolution of the issue(s) within 30 days of the United States providing notice to the District, the United States may initiate civil proceedings in federal court to enforce the Agreement and/or the District's underlying obligations under Title II.
- E. The Parties anticipate that the District will have complied with this Agreement by the end of the 2023-2024 school year. When the District provides the United States with the status report due July 15, 2024, the United States will have 90 days to raise any remaining concerns regarding the District's compliance with the Agreement.
- i. If the United States does not raise any concerns regarding the District's compliance, the Agreement will terminate.
 - ii. If the United States does raise any concerns regarding the District's compliance, the Parties will attempt to resolve those concerns cooperatively. If the Parties are

unable to reach a negotiated resolution, the enforcement mechanism in Paragraph XIV(D) will apply:

- F. If any part of this Agreement is held to be unlawful, or otherwise unenforceable for any reason by a court of competent jurisdiction, such decision will not affect the validity of any other part of this Agreement.
- G. This Agreement will be enforceable only by the Parties and nothing in this Agreement will be construed to give rise to an action by a third party to enforce its terms.
- H. This Agreement constitutes the entire agreement by the Parties, and no other statement, promise, or agreement, whether written or oral, made by any party or agents of any party, that is not contained in this written Agreement will be enforceable regarding the matters raised in this Agreement.
- I. This Agreement is final and has binding effect on the Parties, including all principals, agents, employees, and successors thereof.
- J. The undersigned representatives of the Parties certify that they are authorized to enter into and consent to the terms and conditions of this Agreement and to execute and legally bind the Parties to it.
- K. This Agreement is effective on the date by which both parties have signed it.

For the United States:

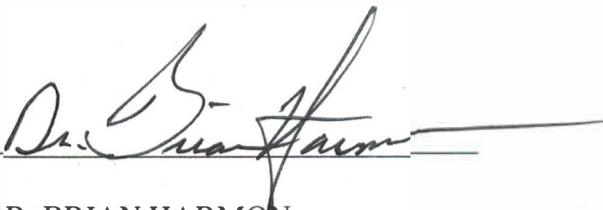


Date: 12/31/2020

SHAHEENA A. SIMONS, Section Chief
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For the District:



Date: 12/30/2020

DR. BRIAN HARMON
Superintendent
North Gibson School Corporation