

# MEMORANDUM OF AGREEMENT

UNITED STATES OF AMERICA

and

THE SCHOOL BOARD OF VOLUSIA COUNTY, FLORIDA

The parties to this Memorandum of Agreement (“MOA”)<sup>1</sup> agree as follows:

1. This MOA is entered into effective this 12<sup>th</sup> day of March 2024, by and between the United States of America and the School Board of Volusia County, Florida (“VCS”).
2. On August 2, 2021, the Parties entered into a Settlement Agreement, which provides in Section FF that it may be modified by mutual written agreement of the parties. The United States of America and VCS agree that, in accordance with Section FF, the Settlement Agreement, effective August 2, 2021, shall be amended as set forth below:
  - a. Section V shall be amended and replaced as follows:

V. Term – The duration of this Agreement shall be from the Effective Date until August 2, 2026.
  - b. Section P shall be amended and replaced as follows:

P. Training

    1. Attached hereto as Appendix C is the curriculum for the mandatory training program that will be implemented by VCS. VCS will fully implement the Training Program in accordance with the timeline set forth in Appendix C.
    2. VCS will provide to the United States in the semi-annual report by the deadline set forth in Section S(2) (as amended by this MOA): (1) attendance logs reflecting the name and date of the training, names and titles of attendees, and the attendees’ signatures; and (2) for each training, a list of all VCS employees and contractors (if applicable) who are required to take the training, but have not yet done so as of the date of the report.
  - c. Section S(2) shall be amended and replaced as follows:
    2. **Subsequent Reports:** For the Term of this Agreement, on or before June

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<sup>1</sup> This Memorandum of Agreement sets forth terms in this case with unique facts and circumstances. Nothing in this Memorandum or in the attachments hereto constitutes a formal statement of the U.S. Department of Justice’s policy and should not be relied upon, cited, or construed as such.

5, 2024; January 5, 2025; June 5, 2025; January 5, 2026; and June 5, 2026, VCS shall submit a Subsequent Report to the United States regarding its compliance with this Agreement and shall provide the information set forth and required in and with the Initial Report, above. VCS is not required to duplicate information it previously provided to the United States in a subsequent reporting period.

d. Section S(3) shall be added as follows:

3. **Semi-Annual Meetings:** The Parties agree to conduct semi-annual meetings, no longer than one hour in length, between the United States and the VCS Superintendent concerning VCS' compliance with the Settlement Agreement as amended by this MOA. These meetings may occur virtually or in-person and will take place on August 8, 2024; February 10, 2025; August 11, 2025; and February 9, 2026.

e. Section Q(6) is eliminated and not replaced.

f. Section T is amended and replaced as follows:

**T. Annual Certifications**

For the Term of this Agreement on or before the dates identified below, VCS shall submit to the United States certifications signed by the Superintendent, ESE Director, and the ADA Compliance Officer, attesting to their compliance with the terms of the Settlement Agreement as amended by this MOA: August 2, 2024; August 2, 2025; and August 2, 2026.

g. Section O(3)(b)(vi) shall be added as follows:

vi. By each of the following dates, March 15, 2024 (Grading Period 2); June 5, 2024 (Grading Period 3); October 1, 2024 (Grading Period 4); January 5, 2025 (Grading Period 1); March 15, 2025 (Grading Period 2); June 5, 2025 (Grading Period 3); October 1, 2025 (Grading Period 4); January 5, 2026 (Grading Period 1); March 16, 2026 (Grading Period 2); and June 5, 2026 (Grading Period 3), VCS will provide to the United States the Disciplinary data reviewed by the Behavior Supports Consultant or the Consultant's designee (who may not be a VCS employee) for each meeting conducted under paragraph O(3)(b)(iii) of the Settlement Agreement for the corresponding grading period. VCS' Behavior Supports Consultant will confer with the United States within 21 calendar days or another mutually agreeable date following each deadline to discuss the information provided and any questions the United States has regarding VCS' implementation of its Multi-Tiered System of Supports.

h. Section O(3)(b)(vii) shall be added as follows:

vii. Within 30 days of the effective date of this MOA, VCS will develop a list of alternatives to suspension, such as positive behavioral interventions, corrective

strategies, loss of privileges, or detentions,<sup>2</sup> for use by school administrators in lieu of suspension, and will communicate these alternatives to suspension to all school administrators across the District. For instances where a disciplinary referral is created, VCS will track the use of alternatives to suspension for students with disabilities by documenting them in the referral and analyze data regarding their use and implementation in accordance with the requirements of Section O(3)(b)(iii).

i. Section O(3)(b)(viii) shall be added as follows:

viii. Within 45 days of the effective date of this MOA, VCS will amend, adopt, and implement Policy 510: Safety and Security, as reflected in Appendix D. If VCS wishes to make any changes to this Policy during the Term of this Agreement, VCS will notify the United States in writing and submit its proposed changes to this Policy to the United States for its review. The United States will have twenty-one calendar days to provide its approval or disapproval. If the United States disapproves of the policy revisions within this timeframe, it shall provide VCS with feedback and specific revisions when practicable. If the United States does not disapprove of the policy within the twenty-one-day period, the policy revisions will be deemed approved and may be implemented by VCS. For changes to the Policy that VCS makes in response to new mandates by the state of Florida or state statute, VCS will notify the United States in writing of the required changes; and as necessary, the United States will provide VCS with feedback and specific revisions where practicable to ensure consistency with the ADA and the terms of this Agreement.

j. Section O(4)(a)(viii) shall be added as follows:

viii. Within 30 days of the effective date of this MOA, VCS shall require that all principals and assistant principals receive instruction on how to complete the law enforcement interaction form used for tracking interactions between law enforcement and students with disabilities described in Section O(4)(a)(ii) of the Settlement Agreement. On at least a quarterly basis, the ESE Director shall analyze all data collected in the central database to determine that VCS employees are accurately and comprehensively reporting such data and following VCS policies and procedures.

k. Sections O(4)(c)-(e) shall be added as follows:

c. Within 30 days of the effective date of this MOA, VCS will amend and adopt its IEP-BIP Implementation Procedures, as reflected in Appendix E, by incorporating them into VCS' ESE Handbook. VCS also will implement a method

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<sup>2</sup> "Detentions" refers to consequences for violations of the Code of Conduct that do not remove a student from the classroom during instructional time, but requires a student to spend some amount of time in a particular school location during lunchtime, after school, or on the weekend.

for tracking action items related to serving students with disabilities. On a quarterly basis, the ESE Director (or his/her designee) will perform spot checks at each school to confirm that the ESE Administrator/designee is monitoring implementation and tracking action items. During the Term of this Agreement, VCS will take all steps necessary to ensure that its IEP-BIP Implementation Procedures are fully implemented and enforced across the District.

d. VCS will implement a system to track and monitor implementation of IEPs and/or BIPs, including the entry of goal data and compliance with VCS's IEP-BIP Implementation Procedures. VCS also will implement a method for tracking action items related to serving students with disabilities. On a quarterly basis, the ESE Director (or his/her designee) will perform spot checks to confirm that the ESE Administrator/designee is monitoring implementation and tracking action items. Additionally, VCS will seek to implement by the beginning of the 2024-25 school year an electronic system to track and monitor implementation of IEPs and/or BIPs, including the entry of goal data and compliance with VCS's IEP-BIP Implementation Procedures. When VCS implements such an electronic tracking and monitoring system, the United States will work with VCS to develop a revised method for the ESE Director (or his/her designee) to confirm that the ESE Administrators are monitoring implementation and tracking action items.

e. Prior to the completion of the annual performance evaluation for any principal or assistant principal, the ESE Director, ADA Compliance Officer, or their designees will give input on school administrators' compliance with District policies and procedures and federal laws that protect students with disabilities. VCS will consider that input and include it in writing as part of the annual performance evaluation for any principal or assistant principal.

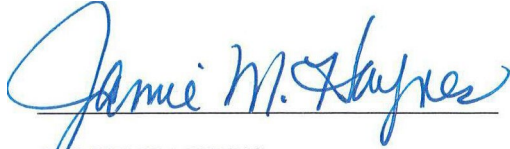
g. If VCS wishes to make any changes to the IEP-BIP Implementation Procedures during the Term of this Agreement, VCS will notify the United States in writing and submit its proposed changes to the procedures to the United States for its review. The United States will have twenty-one calendar days to provide its approval or disapproval. If the United States disapproves of the Procedure revisions within this timeframe, it shall provide VCS with feedback and specific revisions when practicable. If the United States does not disapprove of the Procedures within the twenty-one-day period, the revisions will be deemed approved and may be implemented by VCS. For changes to the Procedures that VCS makes in response to new mandates by the state of Florida or state statute, VCS will notify the United States in writing of the required changes; and as necessary, the United States will provide VCS with feedback and specific revisions where practicable to ensure consistency with the terms of this Agreement.

3. The United States and VCS will bear the cost of their own fees and expenses incurred in connection with this MOA.
4. No other provision of the Settlement Agreement is amended, added, modified, deleted, or revoked by this MOA.

5. The effective date of this MOA is the date of the last signature below.

**AGREED AND CONSENTED TO:**

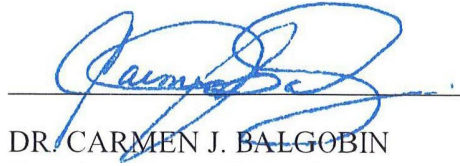
**FOR THE VOLUSIA COUNTY SCHOOL BOARD ON BEHALF OF THE VOLUSIA COUNTY SCHOOL DISTRICT SYSTEM (“VCS”):**



JAMIE HAYNES

Chairwoman  
Volusia County School Board

Dated: March 12, 2024



DR. CARMEN J. BALGOBIN

Superintendent of Schools  
Volusia County School District

Dated: March 12, 2024

**FOR THE UNITED STATES DEPARTMENT OF JUSTICE:**

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Dated: 3/20/2024

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Dated: 3/20/2024