

Resolution Agreement Reached During an Investigation

Shasta Union High School District

OCR Case No. 09-15-1326

The Shasta Union High School District (District), without admitting to any violation of law, agrees to implement this Agreement Reached During an Investigation (Agreement) to resolve the issues investigated by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 in the above referenced OCR case number.

I. Placement and Services

- A. Within ten days of the date of this Agreement, the District will convene an Individual Education Plan (IEP) team meeting for the Student.
- B. During the IEP meeting referenced in Section I.A of this Agreement, the IEP team will review the Student's psychoeducational evaluation, and consider each of the nine recommendations made by the assessor, any specific placement or accommodation requests or other information submitted by the Complainant and Student. The District will also determine whether the Student needs compensatory and/or remedial services for subjects and/or classes the Student failed during the Spring 2015 semester. If so, the Student's IEP team will include a plan for providing timely compensatory and/or remedial services in the Student's IEP, and make such services available by the end of the 2015-2016 school year, including the 2016 Extended School Year.
- C. Based on the consideration of the information outlined in Section I.B of this Agreement, the District will develop a new IEP based on the individualized needs of the Student that will include the following:
 1. The appropriate placement for the Student, including whether it should include participation in a credit recovery program or class;
 2. The specific regular and special education and related aids and services, including behavior support services and supplemental support services or tutoring, the Student will receive, including the nature, frequency and duration of each service;
 3. The position of the individual(s) responsible for delivering each of the specified services; and
 4. A credit recovery plan designed to enable the Student to repeat and/or complete classes the Student failed during the 2014-2015 school year which are needed in order to graduate from high school on time, including, if applicable, Extended School Year services and any applicable recommendations from the evaluation described in Section I.B of this Agreement. The IEP team will develop a reasonable timeline for the credit recovery plan which may extend beyond the 2015-2016 school year.

- D. The District agrees that any transition goals developed for the Student will be based on the Student's individual needs and interests, and that transition services, such as career interest assessments and college counseling, will be provided with appropriate accommodations for the Student.

II. Implementation

- A. The Student's IEP team will develop a system, including the individuals responsible, for evaluating the Student's progress at the conclusion of each grading period during the 2015-2016 school year, including:
 - 1. Determining whether the Student is on track to successfully complete each course enrolled in for that semester and, if not, to consider providing supplemental support services or tutoring that will enable the Student to successfully complete the course(s);
 - 2. Collecting and monitoring progress reports from the District staff responsible for implementing the Student's IEP, Behavior Support Plan (BSP), if applicable, and information from any other educational agencies providing services per Student's IEP, including the form of documentation that will be utilized and the steps the District will take to ensure that the relevant District teachers and/or other agency staff complete the progress reports in the manner specified by the IEP team.
 - 3. Information obtained and submitted by the Complainant regarding the Student's progress.
- B. The District will designate a school site or District level administrator with appropriate Section 504 and Title II expertise who will be responsible for coordinating and monitoring the implementation of the Student's IEP, BSP, if applicable, credit recovery plan, and any other supplemental support services during the 2015-2016 school year, including regular communication with the Student's IEP team, other service providers, if applicable, the Student and the Complainant.

III. Student Attendance Review Board

- A. Within ten days of the date of the District's signature to this Agreement, the District will notify the Complainant in writing that the Student does not have an outstanding Student Attendance Review Board (SARB) referral and provide the Complainant with a copy of the District's Board Policies and Administrative Regulations for the discipline of students with disabilities.

VI. Reporting Requirements

- A. Within 15 days of the date of District's signature to this Agreement, the District will provide OCR with a copy of the written notice described in Section III of this Agreement.

- B. Within five days after the IEP meeting referenced in Section I.A of this Agreement, the District will provide OCR with verification that the IEP meeting was held in accordance with Section I of this Agreement. The District's verification will include (a) a copy of the Student's IEP, BSP, if applicable, and credit recovery plan, (b) any other notes from the meeting and (c) a written description of the monitoring system described in Sections II of this Agreement.
- C. Within five days after the first semester of the 2015-2016 school year, the District will provide OCR with a report on the implementation of the Student's IEP, including but not limited to the status of the Student's credit deficiencies and a copy of the Student's report card.

IV. Monitoring

- A. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 of the Rehabilitation Act of 1973, at 34 C.F.R. §104.33, and Title II of the Americans with Disabilities Act of 1990, at 28 C.F.R. §§35.103(a) and 35.130(b)(1)(ii) and (iii), which were at issue in this case.
- B. 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 this agreement. Further, the District understands that during the monitoring of this agreement, if necessary, OCR may visit the District, attend and observe the Student's IEP meetings, interview staff and students, and/or request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 of the Rehabilitation Act of 1973, at 34 C.F.R. §104.33, and Title II of the Americans with Disabilities Act of 1990, at 28 C.F.R. §§35.103(a) and 35.130(b)(1)(ii) and (iii), which were at issue in this case.
- C. 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 this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

_____/s/_____

Jim Cloney
 Superintendent

Shasta Union High School District

_____09/03/2015_____

Date