

RESOLUTION AGREEMENT
Casa Grande Union High School District
OCR Case Number 08-18-1094

Casa Grande Union High School District (“District”) enters into this Agreement to resolve an allegation in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures the U.S. Department of Education, Office for Civil Rights (OCR) that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended, 29 United States Code (U.S.C.) Section 794, and its implementing regulation, at 34 Code of Federal Regulations (C.F.R.) Part 104, and Title II of the Americans with Disabilities Act of 1990 (“Title II”), 42 U.S.C. Section 12131 *et seq.*, and its implementing regulation, at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR’s investigation, the District agreed to resolve an issue of this case pursuant to Section 302 of OCR’s *Case Processing Manual*. Accordingly, to resolve the issue, the District agrees to take the following actions.

I. Memo to Staff

- a. Within thirty (30) calendar days of this Agreement being signed, the District will submit to OCR for review a draft memo to all certificated Casa Grande Union High School (“School”) staff. The draft memo will include, at a minimum:
 - i. The District’s legal obligation to provide qualified students with disabilities a free appropriate public education (FAPE), including fully implementing students’ Section 504 plans;
 - ii. The name(s), title(s) or position(s), phone number(s), and email address(es) for staff designated to respond to questions and concerns; and
 - iii. Notice that Section 504 plans will, henceforth, be disseminated to all certificated staff responsible for implementing the plans prior to the beginning of each term (*i.e.*, each time students are scheduled to teachers).
- b. The District will promptly and fully address OCR’s feedback, if any, until the District receives OCR’s final approval of the memo.
- c. At least one full work day before the beginning of the 2018-2019 school year (SY), the District will disseminate the memo to all School staff.
- d. Within fifteen (15) calendar days of disseminating the memo pursuant to Term I(c), the District will provide to OCR documentation (*e.g.*, emails and screenshots) showing that it fulfilled Term I(c).

II. Staff Review of Section 504 Plans

- a. At least one full work day before the beginning of the 2018-2019 school year (SY), the District will notify, in writing, all School staff who will be responsible for implementing Section 504 plans during the first term of the 2018-2019 SY about how they:
 - i. Must, prior to the beginning of the 2018-2019 SY, review the Section 504 plans that they are responsible for implementing and plan accordingly;
 - ii. Can access the Section 504 plans that they are responsible for implementing during the first term of the 2018-2019 SY; and
 - iii. May submit questions or concerns.
- b. Within fifteen (15) calendar days of disseminating the notice pursuant to Term II(a), the District will provide to OCR documentation (*e.g.*, emails and screenshots) showing that it fulfilled Term II(a).

III. Compensatory Services

- a. Within sixty (60) calendar days of this Agreement being signed, the District will convene a group of persons to determine whether the Student is entitled to any compensatory services for accommodations and services not provided from the beginning of the school year through September 2017. In discussing possible compensatory services, the group will first consider whether the School failed to implement the Student's Section 504 plan during the specified time period, and if so, whether that failure resulted in the Student being denied a free appropriate public education (FAPE). If the group decides that the Student is entitled to compensatory services, the group will then determine the type and amount of services owed and develop a written plan for providing those compensatory services to the Student. The District will ensure that:
 - i. Any decisions reflect the judgment of the group and not the judgment of a single individual;
 - ii. The group includes School staff who have knowledge of the matters being considered by the group;
 - iii. The Complainant is invited to the meeting;
 - iv. The Complainant is permitted to invite persons knowledgeable about the child to attend the meeting; and
 - v. The group considers all information provided by the Complainant (and Student, if he attends).

If the group decides that compensatory services are owed to the Student, the District will promptly notify the Complainant, in writing, of the compensatory services being offered, at no cost to the Complainant or Student, and the proposed, prompt initiation date of such services.

- b. Within twenty (20) calendar days of the meeting described in Term III(a), the District will submit documentation to OCR that includes:
 - i. A list of the individuals who attended the meeting, and each individual's name and title or position;
 - ii. Documentation of the District's invitation to the Complainant to attend the meeting and provide her input;
 - iii. A copy or summary of the information the group considered in reaching its determination regarding whether compensatory services are appropriate for the Student; and
 - iv. Notes from the meeting documenting that the group carefully considered input from persons knowledgeable about the Student.
- c. If the group decides that compensatory services are owed to the Student, the District will also submit to OCR, within twenty (20) calendar days of the meeting described in Term III(a):
 - i. Documentation that the Complainant was notified, in writing, of the compensatory services offered;
 - ii. A summary of the information the group considered in reaching its determination regarding the type and amount of compensatory services owed to the Student; and
 - iii. A plan for the prompt provision of compensatory services to the Student at no cost to the Complainant or Student.
- d. OCR will review the District's submission(s) pursuant to Term III(b) (and, if necessary, Term III(c)) and communicate any concerns to the District. The District will promptly respond to OCR's concerns, if any.
- e. After OCR has reviewed and accepted the determinations of the group, the District will take steps to implement the compensatory services, if any, agreed upon by the IEP Team.
- f. Within ninety (90) calendar days of the meeting, the District will submit documentation to OCR demonstrating that all of the compensatory services, if any, as determined by the Team, have been provided to the Student.

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. Sections 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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, 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 and are in compliance with Section 504, and its implementing regulation, at 34 C.F.R. Section 104.4, and Title II, and its implementing regulation, at 28 C.F.R. Section 35.149. Upon completion of the obligations under this Agreement, OCR will close this case.

For Casa Grande Union High School District:

/s/

Dr. Shannon Goodsell, Superintendent

5/3/18

Date