

**Resolution Agreement  
Superior Unified School District  
OCR Case Number 08-20-1152**

The U.S. Department of Education, Office for Civil Rights (OCR), initiated investigation of the above-referenced complaint against the Superior Unified School District (District), pursuant to Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104 (Section 504), which prohibit discrimination on the basis of disability in programs and activities that receive Federal financial assistance from the U.S. Department of Education, and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35 (Title II), which prohibit discrimination on the basis of disability by public entities.

During the course of OCR's investigation, before OCR had made any findings, the District indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II. Pursuant to Section 302 of OCR's *Case Processing Manual*, a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, and an agreement is appropriate, and the remedies align with the allegations. While entering into this Agreement, the District makes no admission of a violation of Federal law.

*Item 1*

By **August 30, 2020**, the District will conduct an IEP meeting with an IEP team and the Complainant remotely or in person as is appropriate pursuant to state and CDC guidelines. The IEP team will determine whether the Student needs XXXX related to the Complainant's concerns around the Student's behavioral and academic needs during the 2019-2020 school year as stated in the allegations listed in the notification letters. If the team determines that the student needs XXXX, the IEP team will add these services and timeframes for the provision of these services in the IEP.

*Reporting Item 1*

By **August 30, 2020**, the District will provide OCR with written verification that an IEP team met, determined whether and how much XXXX the Student needs. As applicable, the District will also provide OCR with its documented timeline for providing those services.

*Item 2*

By **August 1, 2020**, the District will provide OCR with training materials for staff and administration at John F. Kennedy Elementary School for OCR's review and approval. The training materials will include the requirements of 34 C.F.R. part 104 as it applies to the prohibition against discrimination, the evaluation and placement of students with disabilities including student disability needs related to behavior, and the provision of services under Section 504. The District's training materials will pay attention to the allegations identified in complaint

identified above. The training will be provided by the District’s counsel or the District’s Director of Special Education.

Reporting Requirement 2.1

Within **45 calendar days** of OCR’s approval of the draft training materials and no later than **October 1, 2020**, the District will provide the training to the administration and all staff who provide services to students with disabilities at John F. Kennedy Elementary School, to include school counselors.

Reporting Requirement 2.2

Within **10 days** of providing the training to the individuals identified in *Reporting Requirement 2.1*, the District will provide OCR with copies of the training sign in sheets and written verification that all identified individuals have received the training as specified in *Item 2* above.

Item 3

By **August 30, 2020**, the District will provide the Complainant a written report of its investigation from the November 2019 “prison” incident between the Student and a classroom teacher. The written report will include as warranted whether corrective action was taken to stop the discrimination and to ensure that the discrimination does not continue.

Reporting Requirement 3

By **August 30, 2020**, the District will provide a written verification that it sent the Complainant its written report of its investigation from the November 2019 “prison” incident between the Student and a classroom teacher.

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, 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 is in compliance with the regulations implementing Section 504 34 C.F.R. §§ 104.7(b), 104.33, 104.34, 104.35 and 104.61, and Title II, at 28 C.F.R. §§ 35.107(b).35.130(a) and (b)(1)(iii) and 35.134, which were at issue in this case.

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 and Title II.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to

enforce the 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.

For the Superior Unified School District:

/s/

6/3/2020

\_\_\_\_\_  
Stephen Estatico  
Superintendent  
Superior Unified School District

\_\_\_\_\_  
Date