

Resolution Agreement
Redding School District
OCR Case Number 09-15-1224

The Redding School District (District), without admitting to any violation of law, agrees to implement the following provisions in this Resolution Agreement (Agreement) to resolve the issues investigated by the Office for Civil Rights, U.S. Department of Education (OCR), under the Title II of the Americans with Disabilities Act (Title II) and Section 504 of the Rehabilitation Act (Section 504), in the above-referenced complaint.

I. Individual Remedies

- A. Within ten days of the date of this agreement, the District will offer, via letter to the Student's parent(s), to conduct a complete psychoeducational assessment of the Student to fully and accurately identify the Student's disabilities, as well as a release to the parent(s) so that the District can conduct the necessary testing, including a release to obtain current relevant information about the Student from the district in which the Student is currently enrolled (District 2¹). Within fifteen days of the date of this agreement, the District will provide documentation to OCR verifying this offer.
- B. If the evaluation offer is accepted and the parent(s) sign(s) an assessment plan for the psychoeducational assessment, the District will ensure that the assessment is completed within sixty days, provided that the parent(s) make the Student available for such assessments.
- C. If the parent(s) fail to make the Student available for assessment, or if the parent(s) fail to consent to the assessment and the release set forth in Section I.A., then the District has no further obligation to offer to assess the Student in accordance with the terms of this agreement.
- D. Following the assessment, if conducted, an individual from the District who is knowledgeable about the Student will contact the Section 504 coordinator/advisor in District 2 to offer to meet for an IEP or other multidisciplinary team meeting with District 2, the parent(s), and other multidisciplinary team members required for such a meeting to review the results of the assessment and to determine whether the Student is eligible for special education under the Individuals with Disabilities Education Act (IDEA). Prior to the meeting, the District will review with District 2's Section 504 coordinator/advisor the topics below, which are to be discussed at the meeting. If District 2 refuses to discuss the topics below, the District will convene a meeting with the parent(s) and District staff

¹ OCR received a complaint against the District and developed this agreement pursuant to its investigation of that complaint. This agreement is between OCR and the District only. District 2 is not a party to this agreement and is referenced in this agreement because the Student is currently enrolled in District 2.

knowledgeable about the Student, and about evaluation data concerning the Student, and review the topics below.

- a. If the assessment shows that the Student has disabilities or related areas of need not already identified, the District, in cooperation with District 2, will determine appropriate compensatory educational services, whose expenses are to be covered by the District, to account for any accumulated academic deficits incurred during the period in which the Student's disabilities and related areas of need were not identified in a manner and process consistent with the FAPE requirements under Section 504. All decisions concerning whether or not services, accommodations or modifications are needed, and the basis for the decisions, will be documented in the Student's Section 504 plan, IEP, or an addendum. The Student's parent(s) will be provided with written notice of procedural safeguards.
- b. The District, in cooperation with District 2, will offer to develop an individualized Support Plan for the Student. If the Student's parent(s) accepts the request, the individualized Support Plan will identify a District 2 staff member who will serve as a designated point of contact for the Student and the Student's parent(s) in the event that they wish to report concerns or incidents regarding harassment of the Student. The purpose of the individualized Support Plan is to develop strategies to ensure a safe, equitable, harassment-free environment for the Student, to ensure that the Student has safe and equitable access to all school and district activities, and to continue to work with her on the development of her skills in self-awareness and self-advocacy.

II. Disability Harassment Guidance and Instruction

- A. The District will provide mandatory training on disability harassment to all school site administrators in the District. The training will take place in the spring of the 2015-2016 school year and will include the topics listed below:
 1. The District policy prohibiting discrimination, including harassment, against a student based on disability by another student, a District employee, or a third party;
 2. OCR's Dear Colleague Letter on Bullying and Harassment, which is available at <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-201010.html> (October 26, 2010); and OCR's Dear Colleague Letter on Bullying and Harassment of Students with Disabilities, which is available at <http://www2.ed.gov/about/offices/list/ocr/letters/colleague-bullying-201410.pdf>.

These letters clarify the relationship between bullying and discriminatory harassment and how schools should respond.

3. The types of conduct that could constitute disability-based harassment, such as verbal acts and name-calling, and graphic and written statements about disability-related characteristics or about classroom accommodations;
4. A review of the procedure the District uses to resolve complaints of discrimination, including harassment based on disability; what an administrator should do if he or she observes or learns of disability-based harassment of a student by a peer, District employee, or third party, including if applicable the site administrator's responsibility for promptly investigating such incidents and for notifying complainants of the outcome of a complaint, or for referring the complaint to a District administrator; and
5. An explanation of what staff members should do if they observe or learn of disability-based harassment of a student by a peer, a District staff member, or a third party, and guidance on how administrators should ensure that staff members are aware of their responsibilities.

B. The District will distribute a guidance memorandum to all District and site administrators at the training that includes the information in Section II.A above.

C. The District will designate a knowledgeable individual in the District to serve as a resource for any administrators or school site staff members who have questions as to how the guidance applies to a given situation and/or scenario.

D. The District will provide an age-appropriate informational program for students designed to increase awareness of what constitutes harassment based on disability, inform students of the consequences of harassment for both the student who is the target of the harassment and for the harasser, and encourage students to report harassment. The topics of the instructional program should include, but are not limited to:

1. The differences between bullying and harassment that may be discriminatory in nature;
2. The types of conduct that could constitute such harassment, including such as verbal acts and name-calling, graphic and written statements, or other conduct that may be physically threatening, harmful, or humiliating;
3. The negative impact that such harassment has on the educational environment;
4. The consequences, including discipline, that may be imposed on students who engage in harassment of other students based on disability, and
5. How students should respond if they experience or witness such harassment, including the reporting avenues available.

E. The District will modify the XXXXXX XXXXXX School Handbook to include descriptions and definitions of disability harassment as conduct prohibited by the District and subject to disciplinary harassment. The revised Handbook will be published on the School website as soon as it is corrected, and distributed in hard copy of to all students at the beginning of the 2016-2017 school year.

III. Monitoring and Reporting

- A. The District will provide OCR with documentation of its offer to meet with the IEP team and related efforts. Within ten days of the multidisciplinary meeting held pursuant to Section I, the District will provide documentation from the meeting to OCR, including (a) the names and titles of the participants; (b) a copy of the documentation reviewed at the meeting, including a copy of the assessment report if conducted; (c) documentation reflecting the District's offer to develop an individualized Support Plan for the Student and the family's response; and (d) any other meeting notes that were generated.
- B. The District will also provide OCR with documentation reflecting its discussion of compensatory education services, including its plan for providing compensatory education services, within ten days of the multidisciplinary meeting held pursuant to Section I, and will begin providing services within ten days of review and approval by OCR. The plan will include a schedule for providing the services and an anticipated, reasonable, projected completion date for the services. If the District makes a good faith effort to deliver the services according to the schedule, the District will not be required to provide services beyond the anticipated completion date if any such services are not accessed by the Student or complainant.
- C. By March 1, 2016, if the parent(s) accepted the District's offer above, the District will provide OCR with a copy of the individualized Support Plan and a summary of its implementation to date.
- D. By February 20, 2016, pursuant to Section II.C. above, the District will provide a draft of the guidance memorandum to OCR for review and comment. The District will finalize the memorandum within 30 days of receiving OCR's comments.
- E. By February 1, 2016, pursuant to Section II.A. above, the District will provide to OCR for review and comment a copy of the disability harassment training agenda, including the names of the trainer(s) and the proposed date(s) of completion, and a copy of the training materials.
- F. By April 1, 2016, the District will provide OCR with documentation that shows that it has completed the training described in Section II.A. above. This documentation is to include (a) the names and titles of the trainer(s), (b) the dates of the trainings, (c) a copy of the final agenda and materials used at each of the trainings, and (d) a list of the participants.

- G. Within ten days of the date of the training, OCR will provide the District with a final copy of the guidance memorandum and distribution list pursuant to Section II.C. above.
- H. By February 20, 2016, the District will provide OCR with a description of how it intends to provide the informational program to students described in Section II.D. for review and approval, including information about the materials to be used, the name(s) and affiliations of the individual(s) who will deliver the instruction, and the schedule for providing it.
- I. By May 15, 2016, the District will provide OCR with documentation demonstration that the informational program for students has been completed. The documentation will include the date(s) of the instruction, the names of the individuals providing the instruction, and copies of the materials used and/or given to students.
- J. By February 20, 2016, the District will provide a draft section on disability harassment for inclusion in the School Handbook to OCR for review and approval, pursuant to Section II.E. Within ten days of OCR's approval, the District will finalize the Student Handbook and provide a copy to OCR, either electronically or in hard copy.

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 in compliance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 34 C.F.R. part 104, and Title II of the Americans with Disabilities Act and its implementing regulations at 28 C.F.R. part 35, which were at issue in this case.

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 Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 34 C.F.R. part 104, and Title II of the Americans with Disabilities Act and its implementing regulations at 28 C.F.R. part 35, which were at issue in this case.

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 sixty (60) calendar days to cure the alleged breach.

_____/s/_____
Superintendent
Redding School District

_____01/11/2016_____
Date