

**Resolution Agreement**  
Barstow Unified School District  
OCR Case No. 09-19-1163

In order to resolve the findings of non-compliance made with respect to the above-referenced complaint to the U.S. Department of Education, Office for Civil Rights (OCR) under Section 504 of the Rehabilitation Act of 1973 (Section 504), and Title II of the Americans with Disabilities Act of 1990, as amended (Title II), the Barstow Unified School District (the District) agrees to take the actions outlined in this Resolution Agreement (Agreement).

**I. Remedies for Student and Aide**

- A. By December 31, 2020, after providing proper written notice to the Student's parent/guardian, a group of knowledgeable persons, including the parent/guardian, will determine whether the Student needs compensatory and/or remedial services as a result of the District's failure to provide appropriate regular and/or special education or related services from August 28, 2018 through October 30, 2018. If so, within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services with a completion date not to extend beyond December 31, 2022. The District will provide the Student's parent/guardian notice of the procedural safeguards including the right to challenge the group's determination through an impartial due process hearing.
- B. The District will ensure that all aides at the School assigned to work with students with disabilities are directly supervised by a credentialed teacher, including in circumstances in which a student is in a general education classroom, a special education classroom, or an RSP classroom.

**II. Training for School Staff**

- A. The District will provide training to all special education staff at XXXXXXX XXXX Elementary School (including all site administrators, special education teachers, and aides) regarding how to respond to harassment or bullying of students with disabilities. In particular, the training will address how to take steps to protect students while still ensuring that the Student receives a Free, Appropriate Public Education (FAPE).

**III. Monitoring and Reporting**

- A. Within two weeks of the decision as to whether compensatory and/or remedial services are needed, the District will submit to OCR documents supporting the group's decision. The documentation submitted shall include documentation showing the participants in the meeting, the information considered, an explanation for decisions made, and a description of and schedule for providing any compensatory and/or remedial services (if any) to the Student. OCR will, prior to approving the District's decision and plan for providing the proposed services, review the documentation to ensure that the

District met the requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, and, as applicable, Title II, at 28 C.F.R. 35.160, in making these determinations.

- B. By December 31, 2022, the District will provide documentation to OCR of the dates, times and locations that compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).
- C. By October 1, 2020, the District will submit documentation to OCR confirming that the District is complying with Section I.B of the Agreement, including the name of each aide, the name of the teacher in the classroom the aide primarily works, and the teacher's credential status.
- D. By December 31, 2020 the District will provide a draft to OCR of the proposed training materials (including the name and the title of the proposed trainer) described in Section II.A for OCR's review and approval. After OCR review and approval of the training materials, the School will provide the training at the School by June 30, 2021. By July 31, 2021 \_\_\_\_\_, the District will provide documentation to OCR (e.g., a sign-in sheet or other evidence) showing training attendance by name and title of attendees, a list of any required staff that have not yet been trained, a copy of the materials distributed at the training, the name and title of the trainer(s), and the date of the training.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the District understands that during the monitoring of this Agreement, 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 Section 504 and Title II and their implementing regulations, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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/\_\_\_\_\_

\_\_\_\_\_07/28/2020\_\_\_\_\_

NAME Jeff Malan  
TITLE Superintendent  
Barstow Unified School District

Date