

Resolution Agreement
San Marino Unified School District
Case No. 09-15-1204

In order to resolve the issues in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR) and ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), and Title II of the Americans with Disabilities Act of 1990 (Title II), and their implementing regulations, and without admitting any violations of federal law, San Marino Unified School District (the District) agrees to take the following actions.

I. Individual Speech and Language Services Reimbursement

- A. The District will reimburse the Student's parents for the cost of 1,260 minutes (21 hours) of privately delivered speech and language services ("private S/L services") that were provided for the Student during the 2014-2015 school year.

Within 30 business days of the District receiving from Parents documentation of Student's receipt of such private S/L services and proof of payment by Student's parents for such private S/L, i.e., billing invoices/statements detailing the services received by Student and the date on which such services were received by Student and canceled checks or credit card statements, the District will provide OCR with documentation that it has reimbursed the Student's parents for the cost of up to 1,260 minutes of individual speech and language services.

II. Individualized Education Program (IEP) Team Meeting

- A. After reaching mutual agreement with Student's parents on the date and time, the District will schedule an Individualized Education Program (IEP) team meeting to discuss the following:
1. whether the Student needs compensatory educational services as a result of: (a) the District's failure to provide consultation speech and language services during portions of the 2014-2015 school year; and, (b) the change in delivery location and nature of individual speech and language services for the Student from one-to-one services in a classroom with the Speech and Language Pathologist working directly and alone with the Student, to "push-in" services when the Speech and Language Pathologist observed and/or consulted with the Student during his regular class or on the playground, during the spring 2015 semester. The District will document the discussion, the results of the discussion, any compensatory educational services offered by the District IEP team members (including the amount), the Parents' response and the basis for any such offer and the response; and,
 2. if the District IEP team members offer any compensatory educational services to Student and Parents consent to the offer, the District will develop a plan for providing such compensatory educational services to Student, not to extend beyond August 31,

2017. The District will provide the Student's parents with notice of the procedural safeguards.

3. Within 14 days of the IEP team meeting held pursuant to this Agreement, the District will submit to OCR documentation of the IEP developed during the IEP meeting, including the IEP meeting notes. This documentation shall include the meeting participants, the information considered, the team's discussion and an explanation for any decision made by the District IEP team members and the Parent IEP team members. If compensatory educational services are offered by the District IEP team members and consented to by the Parents, then a description of and schedule for providing such compensatory educational services to the Student will be included in the documentation provided to OCR pursuant to this Agreement. OCR will review the documentation provided by the District to ensure that the District met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.

If compensatory educational services are to be provided to Student based on the IEP team meeting held pursuant to this Agreement, by February 1, and June 30, 2016, and February 1, and June 30, 2017, the District will provide documentation to OCR of the dates, times and locations that any such compensatory educational services were provided to Student, what was provided to Student, and the name(s) of the service provider(s).

III. IEP and Section 504 Service Logs

- A. The District will develop and uniformly adopt service logs that clearly document the following information: the service provided (speech and language therapy, physical therapy, etc.), the location of the service provided, the nature of the service provided (individual, group, consultation, other), the date of the service provided, the time and length of the service provided, and any other relevant information regarding the service. The District will direct all of its IEP and Section 504 service providers, to use the logs to track delivery of such services.

By October 15, 2015, the District will provide OCR with a draft of the proposed logs and a draft notice to all District service providers regarding the use of the logs. The draft notice will include guidance for District service providers on how often they are expected to update such logs, and the District or site personnel who shall be responsible for regularly receiving the logs from such service providers. Within 10 days of receiving OCR's approval of the logs and draft notice, the District will provide OCR with documentation that it has delivered the logs and notice to all such service providers.

IV. Monitoring

The District understands that OCR will not close the monitoring of this agreement until OCR determines the District has fulfilled the terms of this agreement and is in compliance with the

regulation implementing Section 504 as amended, 29 U.S.C. § 794 at Part 104, which was 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 the implementing regulations 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/_____
[District Representative]

08/25/2015
Date