

RESOLUTION AGREEMENT
Glendale Union High School District
OCR Case No. 08-22-1531

The United States Department of Education, Office for Civil Rights (OCR) and the Glendale Union High School District (District) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced case. The District's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such. The District assures 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; Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 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; and, Title VI of the Civil Rights Act of 1964 (Title VI), as amended, 42 U.S.C. Section 2000d, and its implementing regulation, at 34 C.F.R. Part 100, which prohibit recipients from discriminating based on national origin.

- I. Investigation.** The District will conduct an investigation regarding allegations of disability-based harassment by the School's staff of/toward the Student on or about July 28, 2022. The investigation will be conducted pursuant to the requirements of Section 504 and its implementing regulations, and Title II and its implementing regulations, as articulated in the District's Grievance Procedures.

Reporting Requirement (I)(1): Within sixty (60) calendar days of signing the Agreement, the District will provide OCR with documentation that demonstrates it has complied with the requirements set forth in Paragraph I. The District will promptly and fully address feedback, if any, from OCR until it receives OCR's approval regarding the investigation and no further reporting is required for Paragraph I.

II. Translation and Interpretation – Individualized Education Program (IEP) Meeting Documents and Opportunity for Dispute.

- A.** The District will provide the Complainant a written translation of all documents related to and considered during the Student's IEP meeting on October XX, 2021. The District will notify the Complainant of the opportunity to dispute the information within the translated documents at the time of delivery. The District may limit the amount of time by which the Complainant may subsequently raise disputes, to be no less than thirty (30) calendar days after the date the translated documents are provided.
- B.** If, after receiving and giving due consideration to the translated documents in Paragraph (II)(A), the Complainant disputes the information within the documents, the District will reconvene the Student's IEP team to:

1. Consider the information disputed by the Complainant;
2. Update or correct any inaccurate information previously included in the documentation, as identified by the Complainant;
3. Determine whether the disputed information contributed to a denial of a free appropriate public education (FAPE) which requires compensatory education and services; and,
4. If the IEP team determines that the Student is entitled to compensatory education and services, the District will provide the offer of compensatory education and services to the Student's parent(s)/guardian(s) in writing. The offer will include the timeframe by which the compensatory education services will be provided, to be completed no later than one year from the date of this Agreement, and will indicate that it will be provided at no cost to the parent(s)/guardian(s).

If the District subsequently convenes the IEP team, the District will ensure the Students' parent(s)/guardian(s) are invited to the meeting, will take reasonable steps to schedule the meeting on a date/time which allows for the parent(s)/guardian(s)' attendance, and will provide a meaningful opportunity to participate in the meeting.

Reporting Requirement (II)(1). Within thirty (30) calendar days of signing the Agreement, the District will submit to OCR documentation that it has complied with the requirements of Paragraph (II)(A). The District will minimally include in its report a copy of the: a) translated documents, b) notice of opportunity to dispute the documents, and c) documentation of delivery to the Complainant (e.g., email, certified mail, etc.). The District will promptly and fully address OCR's feedback, if any, until the District receives notice from OCR that no further reporting is required for Reporting Requirement (II)(1).

Reporting Requirement (II)(2). Within ninety (90) calendar days of signing the Agreement, the District will submit to OCR documentation that it has complied with the requirements of Paragraph (II)(B).

If the Complainant does not respond to the opportunity to dispute the information, the District will provide a narrative description to OCR and any other communication from the Complainant indicating the absence of dispute.

If the Complainant disputes the information in the documentation within the timely period outlined by the District, the District will minimally include in its report: a) the information disputed by the Complainant; b) a copy of the meeting invitation, meeting agenda, and meeting notes, including the IEP team's determinations; and, d) a copy of the signed notice of procedural safeguards.

If the IEP team determines that the Student is entitled to compensatory education and services, the District will provide in its report documentation which demonstrates its compliance with Paragraph (II)(B)(4).

The District will promptly and fully address OCR's feedback, if any, until the District receives notice from OCR that no further reporting is required for Reporting Requirement (II)(2).

III. Training – Section 504.

- A. Procedural Requirements.** The District will develop and provide training to XX High School (School) staff involved in the scheduling of Section 504 and IEP meetings. The training, which may be provided by digital instruction, will include, but need not be limited to, the following:
1. The evaluation/reevaluation procedures required by Section 504, specifically including the District's obligation to ensure that placement decisions are made by a group of persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;
 2. The District's policies and procedures, or expectations in lieu thereof, regarding the issuance of meeting notices for Section 504 team and IEP team meetings; and,
 3. The contact information for the District's Section 504 Coordinator.
- B. Disability Harassment.** The District will develop and provide training to all School instructional staff. The training, which may be provided by digital instruction, will include, but need not be limited to, the following:
1. The prohibition against disability discrimination, including peer-to-peer and employee-on-student harassment;
 2. Instruction on what types of conduct constitutes disability harassment, the School's responsibility for responding to such harassment, and how staff should respond to such harassment;
 3. The District's policies and procedures which address disability harassment, submitting a complaint of disability harassment, and the potential consequence(s) for failing to respond to notice of disability harassment; and,
 4. The contact information for the District's Section 504 Coordinator.

Reporting Requirement (III)(1): Within thirty (30) calendar days of signing the Agreement, the District will provide to OCR a copy of the proposed training materials and the names and qualifications of the trainer(s) the District proposes to use to fulfill the requirements in Paragraph (III)(A) and Paragraph (III)(B). The District will promptly and fully address feedback, if any, from OCR until it receives OCR's approval of the training materials and proposed trainer(s) and no further reporting is required for Reporting Requirement (III)(1).

Reporting Requirement (III)(2): Within forty-five (45) school days of receiving OCR's approval under Reporting Requirement (III)(1), the District will provide to OCR documentation which demonstrates the training has been completed. The documentation will include, but is not limited to: the date(s) of the training(s); a list of individuals, by name and title, who attended the training(s); a list of individuals, by name and title, who were unable to attend the training(s) and a plan to ensure training is provided; and, a copy of the final training materials distributed to attendees. The District will promptly and fully address feedback, if any, from OCR until it receives notification from OCR that no further reporting is required for Reporting Requirement (III)(2).

IV. Training – LEP Parent Communications.

A. School Staff. The District will develop and provide training to School instructional staff, which will include the Principal, Assistant Principal(s), Dean(s), and all office and instructional staff who interact with limited English proficient (LEP) parent(s)/guardian(s). The training, which may be provided by digital instruction, will include, but need not be limited to, the following:

1. The District's obligation to ensure meaningful communication with LEP parent(s)/guardian(s) in a language they can understand and to adequately notify LEP parent(s)/guardian(s) of information about any program, service, or activity that is called to the attention of non-LEP parent(s)/guardian(s);
2. The District's obligation to provide language assistance to LEP parent(s)/guardian(s) effectively with appropriate, competent staff or appropriate and competent outside resources;
3. Explanation that School staff may not rely on or ask or ask friends, family members, students, or untrained School staff, to translate or interpret for parents/guardians;
4. Explanation that an employee providing interpretation or translation must be able to demonstrate proficiency in and the ability to communicate accurately in both English and in the other language, including knowledge in both languages of any specialized terms or concepts to be used in the communication at issue; being bilingual is not a substitute for training. Further, an employee providing interpretation or translation must be trained in their role as an interpreter or translator, the ethics of interpreting and translating, and the need to maintain confidentiality; and,
5. Explanation of how to access the District-approved, outside resources for interpretation and translation assistance.

B. School Staff Serving as Interpreters/Translators. If the District elects to utilize School staff to serve as interpreters/translators, the District will develop and provide training to any/all School staff members who are eligible, as identified by the District. The training, which may be provided by digital instruction, will include, but need not be limited to, the following:

1. Explanation that an employee providing interpretation or translation must be able to demonstrate proficiency in and the ability to communicate accurately in both English and in the other language, including knowledge in both languages of any specialized terms or concepts to be used in the communication at issue; being bilingual is not a substitute for training; and,
2. Specific information regarding the role of an interpreter or translator, the ethics of interpreting and translating, and the need to maintain confidentiality.

Reporting Requirement (IV)(1): Within thirty (30) calendar days of signing the Agreement, the District will provide to OCR a copy of the proposed training materials and the names and qualifications of the trainer(s) the District proposes to use to fulfill the requirements in Paragraph (IV)(A) and Paragraph (IV)(B). The District will promptly and fully address feedback, if any, from OCR until it receives OCR's approval of the training

materials and proposed trainer(s) and no further reporting is required for Reporting Requirement (IV)(1).

Reporting Requirement (IV)(2): Within forty-five (45) school days of receiving OCR's approval under Reporting Requirement (IV)(1), the District will provide to OCR documentation which demonstrates the training has been completed. The documentation will include, but is not limited to: the date(s) of the training(s); a list of School staff identified by the District under Paragraph (IV)(B) who will provide interpretation and translation services; a list of individuals, by name and title, who attended the training(s); a list of individuals, by name and title, who were unable to attend the training(s) and a plan to ensure training is provided; and, a copy of the final training materials distributed to attendees. The District will promptly and fully address feedback, if any, from OCR until it receives notification from OCR that no further reporting is required under Reporting Requirement (IV)(2).

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 is in compliance with Section 504 and its implementing regulations at 34 C.F.R. Part 104, Title II of the ADA and its implementing regulations at 28 C.F.R. Part 35, and Title VI and its implementing regulations at 34 C.F.R Part 100, 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 that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 and its implementing regulations at 34 C.F.R. Part 104, Title II of the ADA and its implementing regulations at 28 C.F.R. Part 35, and Title VI and its implementing regulations at 34 C.F.R Part 100, which were at issue in this Complaint.

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

This Agreement will become effective immediately upon the signature of the District's representative below.

FOR GLENDALE UNION HIGH SCHOOL DISTRICT:

/s/ _____
Mr. Brian Capistran, Superintendent

02/06/23 _____
Date