

Long Beach Unified School District
Resolution Agreement
OCR No. 09-12-1329

The Long Beach Unified School District (District) agrees, without admitting to any violation of law, to implement the following Resolution Agreement (Agreement) to resolve the issues investigated by 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 (ADA) in the above-referenced OCR case number.¹

I. REVISION AND DISSEMINATION OF POLICIES AND PROCEDURES

A. By June 30, 2015, the District will adopt the following revisions to its policies and regulations:

(i) Board Policy (BP) 0410, titled “Nondiscrimination in District Programs and Activities,” will be revised by providing the identification and contact information of a nondiscrimination coordinator.

(ii) Board Policy (BP) 1312.3, titled “Uniform Complaint Procedures,” will be revised by adding the words “federal or” after the word “from” and before the words “state financial assistance” that appear in the second paragraph.

(iii) Administrative Regulation (AR) 1312.3, titled “Uniform Complaint Procedures,” will be revised by adding:

the words “unless the time for filing. . .of a request for extension” [as stated in California Code of Regulations § 4630(b)] after the second instance of the word “discrimination” that appears in paragraph two of Step 1.

the words “a finding based on evidence collected that a violation has occurred and may result in” after the word “in” and before the words “the imposition” that appear in the sixth paragraph of Step 2.

the words “discrimination claims arising under federal law or” after the words “does not apply to” and before the words “injunctive relief” that appear under the heading “Civil Law Remedies.”

the Internet address of www.ed.gov/ocr at the end of the contact information for OCR that appears on the last page.

¹The District recognizes that OCR has not conducted a comprehensive review of the accessibility of the District’s programs, activities and facilities. This Agreement addresses only those specific issues enumerated in this Agreement and does not address each and every possible instance of noncompliance with the program, activity, and facility access requirements of Section 504 or Title II.

- (iv) The District's "Annual Notification of the Uniform Complaint Procedures (UCP)" will be revised by adding the words "federal or" after the word "from" and before the words "state financial assistance" that appear in the second paragraph.

Reporting Requirements

- B. Within thirty (30) days of the District adopting the revisions required by paragraph (I)(A)(i) through (I)(A)(iii) above, the District will provide to OCR a copy of the board minutes or other documentation verifying that the revisions have been adopted along with a copy of each revised document.

The District will also provide to OCR a copy of the revised notice required by paragraph (I)(A)(iv) above along with a statement verifying that the previous version of the notice is no longer being disseminated or published.

II. ACCESSIBILITY OF PROGRAMS, ACTIVITIES AND FACILITIES

Listed below, by building or facility, are the areas that have been identified as allegedly inaccessible as a result of the above referenced complaint. The District assures OCR that the actions set forth will be accomplished in order to comply with the regulations implementing Section 504 and Title II.

A. Office of Child Development Center & Student Enrollment Center

- (i) By May 30, 2015, the District will remove the disabled parking signage from the space in the front parking lot that is no longer designated as accessible.
- (ii) By May 30, 2015, the District will modify at least one restroom for each sex so that it is accessible to all persons with disabilities.

The District will ensure that each accessible restroom is identified by the international symbol of accessibility at the same time that each restroom is made accessible.

B. Willard Elementary School

- (i) By June 30, 2015, the District will ensure that an accessible entrance to the school exists and that it provides the same level and degree of access as is accorded to persons without disabilities at the main entrance. The entrance will be on an accessible path of travel and include power doors of a sufficient width to admit individuals in wheelchairs or other mobility powered devices. The District will also ensure that the accessible entrance is properly marked with the international symbol of accessibility and that all inaccessible entrances have signs indicating the location of the nearest accessible entrance.
- (ii) By June 30, 2015, the District will ensure that necessary structural changes are

made to the second floor of building A and portables A through D in order to make them fully accessible or, in the alternative, that it has identified an alternate location that is accessible to which it can move the programs and activities offered therein and that an adequate, well-published, and readily available process or procedure exists through which individuals in need of requesting an alternate accessible location may make such a request.

Reporting Requirements

- C. By June 30, 2015, the District will provide to OCR verification that the structural changes required by Section (II)(A) & (B) of this Agreement have been completed. Verification will include photographs and documentation from the individuals or corporations who performed the changes.

In the event that the District determines to identify an alternate accessible location as provided for in Section (II)(B)(ii) of this Agreement, the District will provide to OCR a narrative and photographic description of the alternate accessible location as well as a copy of the process or procedure that an individual seeking an alternate accessible location would utilize.

III. ENSURING EQUAL ACCESS FOR STUDENTS WITH DISABILITIES

- A. By May 30, 2015, the District will develop a procedure and accompanying processes that ensure that Wilson High School (School) is complying with the requirement of nondiscrimination in access and participation in all district programs by students with disabilities as well as the principle of least restrictive environment.

The procedure will emphasize that the School may not discriminate against a student with a disability, deny a qualified student with a disability the opportunity to participate in or to benefit from an aid, benefit, or service, or otherwise limit a student with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service. The procedure will presume that students with disabilities will participate in any such activity or program. The procedure will recognize that, at times, it may be necessary to convene a student's Section 504 or IEP team to consider if and how the student will participate in the activities and programs pursuant to applicable law.

The procedure will also provide a process that ensures that parents or guardians of students with disabilities are timely receiving the same notice of and information about events, activities, and services that is being provided to parents or guardians of students without disabilities.

The procedure will state that any appeal of a determination will be made pursuant to the District's Uniform Complaint Procedures (UCP).

The procedure will be consistent with the requirements of 34 C.F.R. §§ 104.37(a), 104.4(a), 104.4(b)(1)(i), 104.4(b)(1)(vii) and 28 C.F.R. §§ 35.130(a), 35.130(b)(1)(i), and 35.130(b)(2).

- B. By June 30, 2015, the District will disseminate a copy of the procedure developed pursuant to paragraph (III)(A) of this Agreement to all faculty, staff, and administrators at the School. The District will also include within the dissemination all parents or others who serve as coordinators, directors, chaperones, or similar positions at any event, activity, or service that is associated with the School.
- C. In addition to disseminating the document developed pursuant to paragraph (III) (A) of this Agreement to faculty, staff, and administrators, the District will post the document at all School locations at which other District or School policies are posted in order to inform faculty, staff, students, parents, or the general public of such policies. The document will remain posted at these locations for at least two years following the signing of this Agreement.

Reporting Requirements

- D. Within ten (10) days of completing the procedure required by paragraph (III)(A) of this Agreement, the District will submit a copy of it to OCR.
- E. Within ten (10) days of completing the requirements of paragraph (III)(B) & (C) of this Agreement, the District will provide a written statement to OCR that verifies that it completed the requirements. The verification will state the total number of copies distributed, the date(s) of distribution, the method(s) of distribution, the number posted, the dates of posting, and the locations of posting.

IV. MONITORING

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 Section 504, Title II, and their respective implementing regulations.

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 and Title II at 34 C.F.R. §§ 104.37(a), 104.4(a), 104.4(b)(1)(i) & 104.4(b)(1)(vii) and 28 C.F.R. §§ 35.130(a), 35.130(b)(1)(i) & 35.130(b)(2), which were at issue in this matter.

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

By: _____/s/_____

Date: 06/18/2015