

Resolution Agreement

Pasadena Unified School District
OCR Case Number 09-13-1277

The Pasadena Unified School District (District), without admitting any unlawful or wrongful acts or other liability or conceding any violation of Federal law with respect to the issues raised in the complaint, agrees to implement this Resolution 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 and Title II of the Americans with Disabilities Act of 1990, in the above referenced OCR case number. Accordingly, the District agrees to the following:

I. Training:

1. Within 60 days of the execution of the agreement resolving the issues raised by the Complaint, the District will implement training at XXXXXX and XXXXX XXXXX regarding disability discrimination and harassment, and a separate training on non-violent crisis intervention;
2. The District will continue its annual training for school administrators regarding Uniform Complaint Procedures (“UCP”) and the necessity of reporting allegations of discrimination to the District’s Uniform Complaint Officer; and
3. The District will continue to review and provide training every two years regarding its administrative guidelines which clarify that inappropriate use of restraint/physical intervention may be a form of harassment based on disability and would be covered under the UCP.

II. District Self-Monitoring:

1. The District will monitor and evaluate staff use of restraints/physical intervention against students with disabilities and log and investigate complaints received from parents or others regarding the use of restraints/physical intervention;
2. The District will require periodic unscheduled observations for the remainder of the 2013-2014 and 2014-2015 school year of the Teacher’s classroom by the District behavioral specialist; and
3. The District will ensure that Braille equipment and services are provided to students needing such services at XXXXXXXX XXXXXXXXXXXX.

III. Relief to Student:

1. The District will convene an IEP team meeting no later than March 30, 2014 to determine appropriate compensatory education for the Student for a period of 4 weeks, and if recommended, will provide such compensatory education;

- a. The District will evaluate the needs of the Student in coordination with the parents regarding counseling/mental health needs resulting from the harassment to which the Student was allegedly subjected to by the Teacher, and if recommended, will provide or pay for treatment at no cost to Student or Student's family;
2. No later than March 30, 2014, the District will provide a substantive response to the two complaints filed by the Student's mother that sets forth the determination reached regarding the allegation, the basis for said determination, and any corrective action taken by the District.
3. The District will ensure that XXXXXX timely provides Braille equipment and services to the Student.

IV. Reports to OCR:

1. Within 90 days of the execution of this agreement the District will provide OCR with documentation that the trainings described in Items I.1 have been implemented.
2. By January 31 and July 31 of 2014 and 2015, the District will provide reports to OCR regarding the use of restraints/physical intervention. For each incident, the reports will identify the date of each use, a description of the reason for the use, and the school site where the incident took place. The report will also include the recent IEP of each student who was restrained or subjected to physical intervention, any behavioral emergency/incident report related to the incident, and the District's determination regarding the appropriateness of the use of the restraint/physical intervention.
3. By January 31 and July 31 of 2014 and 2015, the District will provide OCR with a summary of the behavioral specialist's observations of the Teacher's classroom.
4. By January 31 and July 31 of 2013 and 2015, the District will provide OCR with the names of students whose IEPs contain Braille services, a list of services provided, and the dates the services were provided.
5. By March 31, 2014, the District will provide OCR with the following:
 - a. a copy of the IEP notes of the meeting described in Item III.1.;
 - b. the evaluation or status report of the District's effort to evaluate the Student as described in Item III.2.; and
 - c. a copy of the District's substantive response to the two complaints filed by the Student's mother as described in Item III.3.
 - d. a copy of the section of the Student's IEP that includes Braille equipment and services and the dates during the 2013-2014 school year through March 15, 2014 that the equipment and services were provided.

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.

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 Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which were at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement until such time as OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, which were at issue in this case.

_____/s/_____
Jon R. Gundry
Superintendent

2/22/2014
Date