

Resolution Agreement
Lodi Unified School District
OCR Case No. 09-15-1117

The Lodi Unified School District (District) agrees, without admitting to any violation of law, to implement this Agreement to resolve the issues opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1975 and Title II of the Americans with Disabilities Act in the above-referenced OCR complaint.

- A. Meeting of Student's IEP Team. The Student's IEP team will meet to determine whether any compensatory or other services for the Student are necessary to address OCR's findings that the District did not provide direct resource support to him or implement his IEP while he attended XXXXXXX School (School). The Administrative Director of Student Services and SELPA (Director) will attend the IEP meeting, and the District will record the IEP meeting unless the Student's parents object.

By November 30, 2015, the District will provide OCR with the notes and audio recording of the meeting (if the meeting is audio recorded). If the team determines the Student is entitled to compensatory or other services, the District will report to OCR at the end of each quarter on provision of those services until they are complete.

- B. Compensatory Services. The Director, in consultation with the Student's IEP team, will determine the compensatory and other services for the Student necessary to remedy OCR's finding that the Student was subjected to a hostile environment at the School. The Director will base his determination on information provided by OCR, including in OCR's letter of finding. The Director will consult with the Student's IEP team to reach a determination specifically of whether the Student required therapy to remedy the hostile environment, and, if so, the number of sessions. If the Director determines therapy was necessary, the family will provide the Director documentation of the cost of obtaining the required therapy from the Student's therapist based on the service rate in effect at the time the Student left the School, and the District will reimburse the family that amount.

By November 30, 2015, the District will provide OCR with a written report on the steps it determined necessary to remedy the hostile environment and the basis for its determination. The District will report to OCR at the end of each quarter on fulfillment of those steps until they are complete.

- C. Attendance at XXXXXXX School. If, at any time, the Student's parents inform the District that they want the Student to attend the School then, provided the Student meets the entry requirements, he will be exempt from the lottery, including for middle school. If the Student's parents indicate they would like the Student to attend the School, then his IEP team will determine whether any changes to the Student's IEP are necessary, and whether a transition plan is needed. The IEP team will acknowledge that a full range of modifications,

supplementary aids and services in the regular education program, and special education services are available at the School.

If the parents indicate they would like the Student to attend the School during the 2015-2016 school year, the District will promptly confirm to OCR that it exempted the Student from the lottery, provided he meets entry requirements, and provide copies of any IEPs (including IEP notes) to OCR within 30 days of the IEP meeting.

- D. Written Guidance. The District will issue written guidance (Guidance) to all administrators and special education staff addressing: (1) the District's legal obligation to provide qualified students with disabilities enrolled in its schools of choice, including the School and XXXXXX XXXXXX (High School), the continuum of modifications, supplementary aids and services in the regular education program, and special education services, if necessary for their free and appropriate public education (FAPE), (2) schools must ensure that all individuals with responsibility for implementing IEPs and Section 504 plans have access to the entire IEP/Section 504 plan, copies of the relevant provisions or other clear written guidance, and are instructed on how to implement them; and (3) the District's commitment to prohibiting and remedying retaliation against individuals who engage in protected activity on behalf of students with disabilities. The principal at each school site will review the Guidance with relevant site staff.

By November 15, 2015, the District will provide a draft of the Guidance to OCR for review and approval. The District will issue the Guidance within 10 days of OCR's approval. The District will confirm to OCR by January 30, 2016 that the Guidance was issued, and specifically reviewed with relevant site staff at each school, including a sign-up sheet or other evidence of attendance by name.

- E. Review of Individualized Education Programs/Section 504 Plans. For each student enrolled at the School or the High School with an IEP or Section 504 plan, the District will offer to convene a meeting of the student's IEP or Section 504 team to determine whether the student requires modifications, supplementary aids and services in the regular education program, or special education services not currently included in the student's plan. The District will schedule the IEP team meetings or 504 team meetings as soon as practicable, provided that the student's parent/legal guardian agrees to meet.

By November 15, 2015, the District will provide evidence to OCR that it has informed the parents/guardians of each student with an IEP or Section 504 plan of the offer to convene a team meeting, and scheduled IEP or Section 504 meetings for each student whose parent/guardian agreed to meet. By December 31, 2015, the District will confirm that it has held such meetings.

- F. Communication with Parents/Guardians of non-School Students. The District will make its best efforts to identify all students with disabilities currently enrolled in the District who were selected to attend the School through the lottery in the past two years (for middle school) or three years (for high school), yet elected not to enroll. The District will send the Guidance to the parents/guardians of all such students with a cover letter explaining that members of their child's IEP or Section 504 team may have incorrectly believed that a full range of special education and related aids and services were not available at the School, and advising parents of their right to request a Section 504 or IEP team meeting to discuss any misunderstandings regarding the full range of special education and related aids and services at the School. If, based on this new information, the parents/guardians wish to enroll the student at the School, and provided the student meets the entry requirements and the School has capacity for the student, the District will make arrangements for the student to attend. The Section 504 or IEP team will determine whether compensatory educational services are required due to the student being denied the opportunity to attend the School. The School will take steps to ensure a smooth transition for the student and the District will provide any necessary compensatory educational services.

By December 1, 2015, the District will provide the draft cover letter for OCR to review and approve. The District will send the letter and the Guidance to parents within 10 days of OCR's approval. By the last day of each quarter that this Agreement is in effect through the end of the 2015-16 school year, the District will report to OCR on whether any parent has requested a meeting, and provide the notes of any meetings that were convened.

- G. Communication with Parents/Guardians of XXXXXXXX/XXXXXX XXXXXXXX Parents. The District will provide a written notification to parents/guardians of all students currently attending the School or the High School with the following information: it is the District's policy to provide a FAPE to all students with disabilities in conformance with federal law in all of its schools, including the School and the High School; a full range of modifications, supplementary aids and services in the regular education program, and special education services will be provided to any qualified student with a disability enrolled at the School or the High School when necessary to meet the student's individual needs; parents who request special education or related services for students based on a disability are entitled to due process in decisions as to whether and how those services are provided; and the District will protect students with disabilities from harassment.

By November 15, 2015, the District will provide a draft of the written communication to OCR for review and approval. The District will issue the communication within 10 days of OCR's approval. The District will confirm to OCR within 15 days of OCR's approval that the communication was issued.

- H. Reporting on Additional Students with Disabilities. For as long as this Agreement is in effect, the District will provide OCR with information on any students with disabilities

selected through the School lottery, including a statement of whether the student enrolled at the School; if the student did not enroll, an explanation of why; and, if an IEP or Section 504 meeting was convened to discuss the student's enrollment, copies of the IEP or Section 504 meeting notes.

The District will report the above-required information to OCR within 30 days of the School lottery.

I. Staff/Administrator Training.

1. *FAPE.* The District will provide training by a person with appropriate expertise to administrators, teachers, and other staff with responsibility for implementing IEPs and Section 504 plans at the School, on the obligation to provide a FAPE. The training will cover proper procedures for identification, evaluation, placement, and implementation. The training will include a component specifically on intellectually gifted students with disabilities. The District will include the Student's current teacher and para-educator in the component on gifted students, and will invite but not require other educators in the District to attend the entire training.
2. *Harassment and Retaliation.* The District will provide training by a person with appropriate expertise on disability-based harassment and retaliation to District and school site level administrators and others with responsibility for investigating and responding to such allegations. The instruction will cover, for example, what constitutes harassment and retaliation and the obligation to respond to notice of harassment and retaliation, including how to identify complaints, conduct thorough investigations, evaluate evidence, reach conclusions, and implement remedies.

By November 15, 2015, the District will provide a written description of the proposed trainings, including the names and qualifications of the proposed trainers, to OCR for review and approval. By January 31, 2016, the District will confirm to OCR that it provided the trainings, including a sign-up sheet or other evidence of attendance by name.

J. Corrective Action/Instruction for Specific Employees.

1. *Corrective Action.* The District will determine, based on OCR's letter of finding and its own relevant policies and procedures, whether any corrective action, including discipline, is appropriate for the Teacher or Para-educator One (as defined in OCR's letter of finding in this case).
2. *Education.* In addition to requiring her attendance at the FAPE training required by this Agreement, provided that the District still employs the Teacher, the District will ensure the Teacher receives individual instruction from a qualified source on: children on the

autism spectrum and related behaviors, the rights of students with disabilities and their parents, the District's legal obligation to ensure students receive a FAPE, the respective roles of teachers and para-educators, the District's prohibition of retaliation, and the District's obligation to ensure students are not subject to a hostile environment.

The District will provide professional development for Para-educator One, provided that Para-educator One is still employed by the District, to ensure she is qualified to fulfill her role as a para-educator. The instruction will cover, for example, understanding disabilities of students with whom she is likely to work, the rights of students with disabilities and their parents, FAPE fundamentals, the respective roles of teachers and para-educators, professionalism in the educational setting, and appropriate interactions with students.

By November 15, 2015, the District will provide a written report informing OCR of what corrective or other action is needed, and the basis for that decision, and confirm that the Teacher and Para-educator One have received the required instruction, discipline and professional development. The District will confirm to OCR by January 31, 2016 that any appropriate corrective action was taken, including that the Teacher attended the FAPE training, by providing OCR with proof of same.

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 implementing regulations. 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.

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 Section 504, Title II, and their implementing regulations.

LODI UNIFIED SCHOOL DISTRICT

By: _____/s/_____

Date: 10/26/2015