

**Resolution Agreement  
Vallejo City Unified School District  
OCR Case No. 09-15-1421**

The Vallejo City Unified School 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. Agreement to Provide Student Compensatory Educational Fund.

By January 15, 2016, the District shall provide Student with a Compensatory Educational Fund in the amount of One Thousand and no/100 Dollars (\$1,000.00) for educationally based services and products for Student. Such educationally based services or products may include, but are not limited to, academic tutoring, computer, or other educationally related services or products selected by the Student's Educational Rights Holder ("ERH"). The ERH may access the Compensatory Educational Fund by submitting invoices for payment of the selected educationally related services or products to the District. Invoices should be forwarded to the attention of George Anich, SELPA Director. The Education Fund must be utilized by January 31, 2017.

1. Reporting Requirements.

Within two (2) weeks after the funds in the Compensatory Education Fund are exhausted or February 15, 2017, whichever comes first, the District will provide documentation to OCR that the Compensatory Education Fund was exhausted by the ERH or expired, along with a copy of the invoice(s) submitted by the ERH for payment and proof of payment(s) to the ERH by the District.

B. Written Guidance.

The District will issue written guidance to its special education staff addressing: (1) the District's legal obligation to provide a full range of modifications, supplementary aids, and services in the regular education program and special education services to qualified students with disabilities enrolled in its schools; (2) that students with an Individual Educational Plan ("IEP") must have their IEPs reviewed on, at least, an annual basis; (3) that students with IEPs who are removed from their current placement due to a disciplinary change in placement for more than ten (10) school days in a school year must continue to receive educational services, and receive, if appropriate, a functional behavior assessment and behavior intervention services and modifications that are designed to address the behavior that led to their removal; and (4) that a manifestation determination meeting must take place within ten (10) school days after the decision to change the placement of a student with an IEP by removing him/her from his/her educational placement for a total of ten (10) or more school days because of a violation of a code of student conduct.

1. Reporting Requirements.

By January 15, 2016, the District will provide a draft of the guidance to OCR for review and approval. The District will issue the Guidance within ten (10) days of OCR's approval. The District will confirm to OCR within fifteen (15) days of OCR's approval that the Guidance was issued to all of its Special Education staff.

C. Training.

The District shall provide training to be conducted by trained personnel on the requirements of 20 U.S.C. § 1415(k)(1)(E) and 34 C.F.R. §§ 104.35(a), 104.36, & 300.530(e), requiring the convening of a manifestation determination meeting within ten (10) school days of the decision to change the placement of a special education and/or Section 504 qualified student by removing him/her from his/her educational placement for a total of ten (10) or more school days because of a violation of a code of student conduct. The District shall ensure that its special education staff is trained by May 30, 2016.

1. Reporting Requirements.

By January 15, 2016, the District will provide OCR with the names and qualifications of the proposed trainers, to OCR for review and approval. The District will schedule the training after OCR notifies the District of its approval of its proposed trainers.

Within two (2) weeks of the final training session, the District will submit to OCR documentation confirming the dates, times, and names of individuals who received the training identified in Section C of this Agreement. The documentation shall also include an explanation for content of the training.

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.

The District understands that OCR will not close the monitoring of this Agreement until such time that 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.

VALLEJO CITY UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_/s/\_\_\_\_\_

Date: 12/17/2015