

Resolution Agreement
Torrance Unified School District
09-16-1101

In order to resolve the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), the Torrance Unified School District (District) agrees to take the following actions to ensure compliance with Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and their implementing regulations.

I. Evaluation and Placement

A. If one or both of the students return to the District, the District will, within one week of their reenrollment, extend a written offer to the Complainants to convene a group of knowledgeable persons, including the Complainants, to consider existing information in the District's possession, along with any other information presented by the Complainants, and decide whether additional evaluations are necessary to determine whether Student A and Student B are disabled and in need of special education or related aids and services under Section 504 and Title II and their implementing regulations.

B. If the Complainants agree, the District will convene a meeting for each student within two weeks of receiving notice of that agreement. The information considered at each meeting will include, but not be limited to, the following: assessments performed while the students were enrolled in the California Virtual Academy (CAVA); individualized educational programs (IEPs) developed by CAVA; information obtained from the students' participation in the District's Home and Hospital Instruction program (HHI) during the 2015-16 school year; any assessments performed while the students were enrolled in XXXXXXXX Unified School District (XXXXXXX USD); and any IEPs developed by XXXXXXXX USD.

1) If the group concludes that additional evaluations are not necessary for either student it will also determine, based on existing information, whether the specified student is disabled and in need of special education or related aids and services under Section 504 and Title II standards. If so, the group will develop an appropriate placement for the student.

2) If the group concludes that additional evaluations are necessary for either student, it will also determine the following: what type of additional evaluations are necessary, and why; the title of the trained personnel who will conduct the evaluations; and the conditions under which the evaluations will be conducted validly and reliably, including consideration of the Complainants' ongoing request, and any supporting documentation, to be present during testing.

3) Within two weeks of a determination that either student needs additional evaluations, the District will extend a written offer to the Complainants to conduct such evaluations for the specified student. If the Complainants agree and present the specified student for the evaluations, the District will conduct and document them within sixty days of notice of the Complainants' agreement.

4) Within sixty days of Complainants' agreement in 3) supra, the District will extend a written offer to again convene a group of knowledgeable persons, including the Complainants, to consider whether, based on the new evaluations or assessments, the specified student is disabled and in need of special education or related aids and services under Section 504 and Title II standards and, if so, to develop an appropriate placement for the student. If the

Complainants agree, the District will convene the meeting for the specified student and make these determinations within two weeks of receiving notice of the Complainants' agreement.

5) In developing an appropriate placement for the student(s) in meetings under 1) or 4) supra, the group will: draw upon information from a variety of sources, including aptitude and achievement tests, teacher recommendations, physical condition, social or cultural background, and adaptive behavior; ensure that information obtained from all such sources is documented and carefully considered; and ensure that the specified student is placed in an educational setting with persons who are nondisabled to the maximum extent appropriate to the needs of the specified student. The placement will provide for regular or special education and related aids and services that are designed to meet the individual educational needs of the specified student as adequately as the needs of nondisabled students are met.

The group will also specifically consider whether the specified student needs compensatory and/or remedial services because he or she received no special education or related aids and services after reenrolling in the District in November 2015 and prior to leaving the District in October 2016. If so, the group will develop and document a plan for providing the specified student timely compensatory and/or remedial services.

6) The District will fully document the group's determinations under 1), 2), 4), and 5) supra, and will provide the Complainants written notice of procedural safeguards, including the right to challenge the determinations through an impartial Section 504 due process hearing.

Reporting Requirements:

If one or both of the students return to the District within one calendar year of the date of this Agreement, the District will, within two weeks of their reenrollment, provide OCR a copy of the written offer referenced in Section I.A., above, along with the date that it was sent to the Complainants by hard copy and/or electronically.

If the Complainants accept the offer to meet, the District will, within three weeks of the date of acceptance, provide OCR with a copy of all documentation of the meeting(s) convened under Section I.B.1) and I.B.2), above, including notice of procedural safeguards.

If the group determines that additional evaluations are necessary for either student, within three weeks of the meeting for the specified student, the District will provide OCR a copy of the written offer to evaluate, under Section I.B.3), above, and will confirm the date the offer was sent.

If the Complainants accept the offer to evaluate and present the specified student(s) for evaluation, the District will provide OCR with all documentation of the evaluation(s) and with the written offer to meet and consider the evaluations under Section I.B.4), above, within sixty days of notice of the Complainants' agreement.

If the Complainants accept the offer to meet and consider any new evaluations conducted, the District will provide OCR with a copy of all documentation of the meeting(s) convened, including notice of procedural safeguards, within three weeks of the Complainants' agreement. The documentation submitted shall include the participants in the meeting(s), the information considered, an explanation for decisions made, and a description of and schedule for providing compensatory and/or remedial

services (if any) to Student A and/or Student B. OCR will, prior to approving the District's decision and plan for providing the proposed services, if any, review the documentation to ensure that the District met the requirements of the Section 504 and Title II regulations in making these determinations. Once approved, the District will implement the services according to the schedule and will report to OCR when the services have been fully implemented. In reporting implementation to OCR the District will provide documentation of the dates, times and locations that any compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s).

II. Auxiliary Aids and Services:

A. If one or both of the students return to the District, the District will, within one week of their reenrollment, extend a written offer to engage in an interactive process with the Complainants to specifically consider, under Section 504 and Title II standards, whether Student A or Student B needs auxiliary aids or services because of their speech and language impairments in order to have an equal opportunity to participate in, and enjoy the benefits of, the services, programs, and activities of the District.

B. If the Complainants agree, the District will meet with them within two weeks of notice of that agreement and reach a determination as to whether or not auxiliary aids or services are necessary for each student. In determining what auxiliary aids and services may be necessary to ensure effective communication, the District will provide an opportunity for the Complainants to request the auxiliary aids or services that they believe Student A or Student B need, if any, and will give primary consideration to the particular auxiliary aid or service requested. If it determines that auxiliary aids or services are necessary, the District will honor the requested aid or service unless it can prove that an alternative auxiliary aid or service provides communication that is as effective as that provided to students without disabilities. The District will document the meeting, including: the participants, the information considered, the determination reached, and the basis for the determination.

C. If the District determines that either or both students require auxiliary aids or services, the District will ensure that the necessary aids or services are in place within two weeks of meeting with the Complainants.

D. If the District denies a requested auxiliary aid or service it will provide the Complainants with written notice of the basis of such denial, along with notice of their right to challenge the determination through the District's Uniform Complaint Procedures, within one week of meeting with the Complainants.

Reporting Requirements:

If one or both of the students return to the District within one calendar year of the date of this Agreement, the District will, within two weeks of their reenrollment, provide OCR a copy of the written offer referenced in Section III.A., above, along with the date that it was sent to the Complainants by hard copy and/or electronically.

If the Complainants accept the offer to meet, within three weeks of the date of acceptance the District will provide OCR with a copy of all documentation of the meeting(s) convened under Section III.B., above.

If the District determines that either or both students require auxiliary aids or services, the District will confirm to OCR that the required aids and services are in place within three weeks of meeting with the Complainants. If the District denies a requested auxiliary aid or service it will also provide OCR a copy of the notice to the Complainants under Section III.D), above, by the same date.

IV. Monitoring process:

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled its terms and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§104.33 and 104.35, and Title II, at 28 C.F.R. §§35.103(a), 35.130(b)(1)(ii) and (iii), and 35.160(b)(2), which were at issue in this case.

The District further 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, at 34 C.F.R. §§104.33 and 104.35, and Title II, at 28 C.F.R. §§35.103(a), 35.130(b)(1)(ii) and (iii), and 35.160(b)(2), which were at issue in this case. By signing this Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement.

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 60 calendar days to cure the alleged breach.

_____/s/_____
Dr. George Mannon, Superintendent

03/03/2017
Date