

Palisades Charter High School
Resolution Agreement
OCR No. 09-17-1001

Palisades Charter High School (School) agrees to implement the following Resolution Agreement (Agreement) to resolve the issues investigated by the U.S. Department of Education (Department), 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, as amended by the Americans with Disabilities Act Amendments Act of 2008, (Title II or ADA) in the above-referenced OCR case number.

I. Affirmation of Section 504/Title II Obligations to Students

- A. By 5/15/17, the School will create for OCR review and approval a memorandum that is addressed to School administrators, faculty, and staff that reaffirms the School's obligation to comply with the requirements of Section 504 and Title II and reminds the recipients of their responsibilities in ensuring the School's compliance by addressing such topics as: the requirement to provide a free appropriate public education (FAPE) to eligible students with disabilities; the components of a FAPE; the ability of students with disabilities to receive accommodations and auxiliary aids pursuant to a Section 504 plan or an individualized education program (IEP); the manner by which Section 504 plans and IEPs are determined and developed for a student with a disability; the obligation of all employees to recognize and fully implement each provision of a Section 504 plan or an IEP; how the failure to implement a provision of a Section 504 plan or an IEP can detrimentally impact a student with a disability or the student's receipt of a FAPE; the ability of a student with a disability to complain internally about discrimination or harassment because of disability, including the failure to implement a Section 504 plan or an IEP; and, the grievance procedure that the School has established to receive, investigate, and resolve such a complaint.
- B. Within fifteen (15) days of OCR's approval of the memorandum required by the previous paragraph, the School will disseminate the memorandum to its administrators, faculty, and staff. Dissemination may be done through electronic means (e-mail), placement in internal mail boxes/in boxes, mailing through the U.S. Postal Service, or any combination of these methods that is designed to reach the maximum number of recipients possible.

In addition to disseminating a copy of the memorandum to administrators, faculty, and staff, the School will post the memorandum to its website and at all School locations at which other School documents are posted in order to inform faculty, staff, students, parents, or the public of such information. The memorandum will remain posted at these locations for at least one year following the signing of this Agreement.

Reporting Requirement

- C. Within ten (10) days of completing the requirements of paragraph (I)(B) of this Agreement, the School 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.

II. Training

- A. By 9/1/17, the School will provide training to faculty, staff, and administrators involved in the provision of special education or other instructional services to students with disabilities. The training will include discussion of the memorandum developed pursuant to paragraph (I)(A) of this Agreement and will be provided by an individual or outside third party who has sufficient knowledge, experience, or education about the subject matter. The training will also include a sufficient period of time that allows for questions and answers. The School may also request that OCR provide this training.

Reporting Requirement

- B. Within thirty (30) days of completing the training required by paragraph (II)(A) of this Agreement, the School will provide to OCR written verification that the training has taken place. The verification will state the date(s) on which the training occurred, the number of faculty, staff, and administrators who attended on the date(s), and, if not provided by OCR, the name of the individual(s) who provided the training and his or her qualifications for providing the training. The School will also provide a copy of the sign-in sheet for the training and all documents provided to the attendees.

III. Monitoring of Compliance with Education Plans/Programs

- A. By 5/15/17, the School will develop for OCR review and approval a process for monitoring whether the chemistry teacher who was the subject of the complaint in this matter is fully implementing the provisions of the Section 504 plans and IEPs of the students who are in her classes. The process will provide for the monitoring to take place twice during each academic period – at the mid-way point of the period and one week prior to the conclusion of the period. The process will also include provisions that provide for the School to immediately investigate any failure to implement that is identified during monitoring and, if found to be true, to take immediate action to correct and remedy the failure to implement.

The School will document its monitoring activities, any investigation performed, and the actions that it took to correct and remedy any failure to implement that it identified.

- B. The School will begin the monitoring process required by section (III)(A) of this Agreement at the beginning of the next academic period following OCR's approval of the monitoring process and its monitoring will continue for one year.

Reporting Requirement

- C. Within two (2) weeks of the end of each academic period, the School will provide to OCR the documentation for its monitoring activities for the academic period and, when necessitated, documentation for any investigation that was performed and any corrective and remedial action taken. This requirement will continue for one year.

IV. Investigation of Student's Experience in Chemistry Class

- A. By 5/1/17, the School will investigate whether the Student¹ was subjected to discriminatory treatment by her chemistry teacher during the 2015-16 school year. While the investigation will be broadly defined to include all aspects of the Student's experience in the chemistry class, it will place particular emphasis on:
- (i) whether improper or discriminatory comments were made to her by the chemistry teacher (e.g., those that attributed a negative or unfavorable characteristic, stereotype, or attribute to her because of her disability; disclosed her disability, disability status, or receipt of Section 504 services to one or more of her classmates or other third parties without her consent, etc.);
 - (ii) whether unwarranted allegations of misconduct, misbehavior, tardiness, truancy, absenteeism, or any other violation of a School behavior policy or section of the California Education Code were made against the Student or any unwarranted punitive, disciplinary, or other corrective action was taken against her because of her disability;
 - (iii) whether the provisions of the Student's Section 504 plan were fully implemented and, specifically, the provision permitting her to have extra time for homework and the provision regarding testing accommodations and whether these were denied to her on June X, 2016 and in May 2016 (chapter 17 quiz), respectively;
 - (iv) whether the Student was graded differently than her peers without disabilities for the chapter 17 quiz (e.g., whether her peers received partial credit for inputting the incorrect numbers into an equation but still performing the resulting math correctly while she received no credit for doing the same thing); and,
 - (v) if it is determined that any discriminatory treatment occurred, including but not limited to the above, whether the discriminatory treatment adversely affected the Student's receipt of a FAPE or resulted in an incorrect grade or mark being recorded for her for either: a specific test, exam, quiz, homework assignment, in-

¹All references to "Student" are to the complainant in this matter.

class assignment, or any other individually graded or evaluated task or act required in the class; or, for the overall class grade.

The School will properly document its investigation, including: for any witness that is interviewed, either the maintenance of interview notes or the preparation of a written summary of the interview after it has occurred; maintaining a copy of any document reviewed or considered as part of the investigation; and preparation of an investigation report that details the facts determined based on the evidence obtained (i.e., witness interviews, documents reviewed, etc.); the conclusion(s) made and the reasons for the conclusion(s); and, the outcome of the investigation including any corrective or remedial action, if warranted.

- B. Within fifteen (15) days of completing its investigation report, the School will send a copy of the report to the Student. Delivery may be made through the United States Postal Service (USPS), e-mail, or both at the School's option. Prior to sending the report, the School will verify with OCR that it has a correct current mailing address or e-mail address for the Student.
- C. In the event that the School's investigation results in a determination that the Student was subjected to discriminatory treatment that adversely affected her as detailed in paragraph (IV)(A)(v) of this Agreement, the School will, by 5/30/17, after informing the Student of its proposed action and obtaining her consent, take whatever corrective or remedial action is warranted and necessary including, but not limited to, making grade changes, grade point average changes, or other similar changes to the Student's official School transcript and other similar School records.

Reporting Requirements

- D. Within fifteen (15) days of completing the investigation required by paragraph (IV)(A) of this Agreement, the School will provide to OCR a copy of its investigative report. The School also agrees to provide to OCR a copy of any witness interview notes or summaries and documents considered as part of the investigation upon OCR's request.
- E. Within fifteen (15) days of sending its investigative report to the Student as required by paragraph (IV)(B) of this Agreement, the School will provide a statement to OCR verifying that it sent the report to the Student including the date that it was sent and the manner in which it was sent (including applicable residential or other physical address if by USPS or e-mail address if by e-mail). In the event the report is sent by e-mail, the School will also provide to OCR a copy of the e-mail message that was sent and that displays the date and time it was sent.
- F. Within fifteen (15) days of the action taken by the School pursuant to paragraph (IV)(C) of this Agreement, if any, the School will provide a written report to OCR of the action that was taken and the reasons for the action. In the event that any

records of the School are changed pursuant to paragraph (IV)(C), the School will provide to OCR a copy of the changed record.

V. Monitoring

The School understands that OCR will not close the monitoring of this Agreement until OCR determines that it has fulfilled the terms of this Agreement and it is in compliance with Section 504, Title II, and their respective implementing regulations.

The School 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, it understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether it has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II which were at issue in this matter.

The School 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 School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: _____/s/_____
Palisades Charter High School

Date: 04/10/2017