

## **Resolution Agreement**

El Dorado County Office of Education (OCR case # 09-17-1026) &  
Mother Lode Union Elementary School District (OCR Case No. 09-17-1215)

In order to resolve the allegations of the above-referenced cases filed pursuant to Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, El Dorado County Office of Education (EDCOE) and Mother Lode Union Elementary School District (District) jointly and severally agree to the following:

### **I. Individual Remedies**

- A. The District will convene an Individualized Education Program (IEP) meeting with the Complainant, EDCOE, the Assistive Technology (AT) Specialist, teachers, and any other personnel the participants feel is necessary (IEP Team). At this meeting, the IEP Team will discuss the following issues:
1. The effectiveness of the Tobii Dynavox eye mobile mini with Microsoft Surface Pro tablet with desktop mount and Communication 5 Gold language software that was purchased for the Student. The IEP Team will also discuss any issues and concerns the Complainant has regarding the device and will attempt to address them.
  2. The appropriate rewards system for the Student, which should not include use of food, candy, or beverages.
  3. The Complainant's concerns that the sound on the Student's Augmentative and Alternative Communication (AAC) device was inappropriately being turned down or muted, and how that will be avoided in the future.
  4. The Student's need to be placed in a vehicle with a functional air conditioner on hot days. Upon documentation of the Student's health care needs, the IEP team will develop a written plan for timely notification to the Complainant if the air conditioning system on the school bus is not working.
- B. The District will develop a written plan to provide the Student with compensatory education. The plan will include the following:
1. The total amount of compensatory education that the District will provide to the Student using qualified and trained individuals as a result of the delay in Student's receipt of her AT device.
  2. The name and job title of the District administrator/individual responsible for overseeing implementation of the plan.

3. The duration and time frame in which compensatory education will be provided to the Student.
  4. A description of the location and manner in which the compensatory education will be delivered to the Student.
  5. A description of how delivery of the compensatory education will be monitored.
- C. EDCOE will offer Complainant up to twenty-five (25) hours of training for Complainant or Student from an AT Specialist on an as needed basis until December 21, 2017 as determined by the IEP team. This training will provide the Complainant or Student with instruction and training on how to access and use the Tobii Dynavox eye mobile mini with Microsoft Surface Pro tablet and the communication and academic programs that are installed on it.
- D. The District will identify, with input from the Complainant, the District administrator/employee who will be the Complainant's point of contact regarding issues pertaining to the Student.

## **II. Written Memorandum**

- A. The District will draft and disseminate a memorandum to all District special education administrators about (1) the District's obligation to ensure the prompt purchase and delivery of approved auxiliary aids and services to students with disabilities when more than one entity is involved and (2) a description of how District administrators should go about fulfilling this obligation, including, but not limited to follow-up steps to communicate with other entities to ensure prompt purchase and delivery of approved auxiliary aids and services to students with disabilities, assuming written parent consent to communicate with those entities has been obtained.

## **III. Reporting Requirements**

- A. Within sixty (60) calendar days of signing this Agreement and with the consent of the Complainant, the District will convene an IEP meeting for the Student as described under Section I.A., including all sub-sections. Within 15 calendar days of the IEP meeting, the District will provide OCR with a copy of the IEP and any corresponding meeting and addendum notes. The District will designate a knowledgeable person to review and discuss the IEP, including any corresponding meeting and addendum notes, with OCR.

- B. Within ninety (90) calendar days of signing this Agreement, the District will provide OCR with the draft plan to provide the Student with compensatory education, as described under Section I.B., for OCR review and approval.
- C. Within fifteen (15) calendar days of OCR's approval of the plan to provide the Student with compensatory education described in Section III.B., the District will begin implementing the plan. When half of the total amount of compensatory education has been provided to the Student, District will provide OCR with a written statement describing its progress in implementing the plan to provide the Student with compensatory education. This statement will summarize the type and amount of compensatory education provided thus far, the individual/agency that provided the services, and the dates on which the services were provided.
- D. Within fifteen (15) calendar days of District providing all the compensatory education described in the Section III.B., the District will provide OCR with a written statement describing its completion of the plan. This written statement will summarize the compensatory education provided, including, but not limited to, the type and amount of services provided, the individual/agency that provided the services, and the dates on which the services were provided.
- E. Within thirty (30) calendar days of signing this Agreement, EDCOE will provide OCR with a copy of written verification of assigning an AT Specialist to provide assistive technology services and training to the Student, as described in Section I.C.
- F. Within thirty (30) calendar days of the end of the 2016-17 school year, EDCOE will provide OCR with a written statement describing the nature and amount of AT services and training provided pursuant to Section I.C.
- G. Within sixty (60) calendar days of signing this Agreement, District will provide OCR with the name and title of the party who was designated as the Complainant's contact person, as described in Section I.D.
- H. Within thirty (30) calendar days of signing this Agreement, the District will provide OCR with the draft memorandum, as described in Section II.A., for OCR review and approval.
- I. Within fifteen (15) calendar days of OCR's approval of the memorandum described in Section III.H., the District will issue the written memorandum to

all District special education administrators and provide OCR with written documentation that the designated staff were provided the memorandum. An email sent by the District to the designated staff with the written memorandum attached shall constitute sufficient documentation.

#### **IV. Monitoring**

EDCOE and the District understand that by signing this Agreement, they jointly and severally agree to provide data and other information in a timely manner. Further, EDCOE and the District understands that during the monitoring of this Agreement, OCR may visit EDCOE and the District, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether EDCOE and the District have fulfilled the terms of this Agreement and are in compliance with Section 504 and Title II and their implementing regulations regarding the issues in this case.

EDCOE and the District understand that OCR will not close the monitoring of this Agreement until OCR determines that EDCOE and the District have fulfilled the terms of this Agreement and are in compliance with the statutes and regulations that were at issue in this case.

EDCOE and the District understand and acknowledge 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 and § 100.10), or judicial proceedings to enforce this Agreement, OCR shall give EDCOE written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
EDCOE Superintendent or designee

\_\_\_\_\_04/19/2017\_\_\_\_\_  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
District Superintendent or designee

\_\_\_\_\_04/20/2017\_\_\_\_\_  
Date