

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE COUNTY OF LOS ANGELES, AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
ENTERED INTO ON AUGUST 26, 2004**

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The Agreement between the United States, the County of Los Angeles, and Los Angeles County Office of Education ("LACOE") (the "Parties") to resolve the United States's investigation regarding conditions of confinement in the Los Angeles County Juvenile Halls, Central Juvenile Hall, Los Padrinos Juvenile Hall, and Barry J. Nidorf Juvenile Hall ("the Juvenile Halls"), entered into by the Parties on August 26, 2004, (hereinafter refer to as the "Agreement") is amended as follows:

1. Section I., Definitions is amended to add the following:

"G. 'Search and Serve' means all children with disabilities residing in the Los Angeles County Juvenile halls, regardless of the severity of their disabilities, and who are in need of special education and related services, are identified, located, and evaluated and a practical method is developed and implemented to determine which children with disabilities are currently receiving needed special education and related services."

2. Section VII, Education, Paragraph 46, is amended to read as follows:

46. Special Education: The County and LACOE shall at all times, provide all youth confined at the Juvenile Halls with adequate special education in compliance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq., regulations promulgated thereunder, and this Agreement."

3. Section VII, Education, is amended by adding the following paragraphs immediately after Paragraph 46:

46.1. Special Education Upon Intake: The County and LACOE shall ensure that all students who qualify for special education services receive such services within a reasonable time following intake."

46.2. Staffing: LACOE shall develop and implement an education staffing plan to ensure adequate staff to comply with the terms of this Agreement. This plan shall provide for:

- a. Sufficient numbers of certified special education teachers and staff to provide all youths with the opportunity to attend school full time and to obtain adequate educational services, and to provide teachers with sufficient time to plan lessons, grade assignments, and participate in special education meetings.
- b. Sufficient psychologist services to provide psychologist participation in the development of Individual Education Plans ("IEPs"), administration of psycho-educational assessments, consultation with teachers and staff, and

individual counseling related specifically to issues in youth's IEPs; and

- c. Sufficient services of speech and language professionals, audiologists, and other specialized professionals to meet the related services needs specified in the IEPs."

46.3. Screening for Special Education Needs: Consistent with federal regulations, LACOE shall provide prompt and adequate screening of youth for special education needs and shall identify youth who are receiving special education in their home school districts or who may be eligible to receive special education services but have not been so identified in the past. Such services shall include:

- a. Guidelines for interviewing youth upon admission to determine past receipt of special education services;
- b. Protocols developed in conjunction with local school districts for expedited reporting of special education status of students entering the Juvenile Halls, conducting adequate screening of youths' substantive educational knowledge, and performing necessary vision and hearing tests;
- c. Written procedures identifying criteria under which staff or teachers must refer a student for evaluation for special education eligibility, including identifying criteria under which youth whose behavior has led to repeated exclusion from class must be referred for evaluation;
- d. Policies describing the required activities of the Student Planning Team pre-referral and support team functions, and procedures for referral to special education assessment (Search and Serve) if interventions are

unsuccessful;

- e. Policies describing the requirements for Search and Serve and comprehensive evaluation procedures to determine eligibility for special education services; and
- f. Policies describing the criteria for multi-disciplinary team decision-making regarding eligibility for special education.

46.4. Individual Education Programs

- a. LACOE shall create and/or implement an IEP, as defined in 34 C.F.R. 300.320-.323, for each youth who qualifies for an IEP. As part of satisfying this requirement, LACOE shall conduct the required annual reviews of IEPs and adequately document the provision of special education services.
- b. In developing or modifying the IEP, LACOE shall ensure that the IEP reflects the individualized needs of the youth and that services are provided accordingly.
- c. When the nature or severity of the youth's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, LACOE shall provide an appropriate alternate educational setting in the least restrictive environment.
- d. Nothing in this Agreement shall require the County and LACOE to provide educational services to the youth after discharge from the Juvenile Halls.

46.5 Training and Quality Assurance

- a. LACOE shall design and implement annual in-service training requirements for special education staff of not less than four days per year, to enhance their ability to implement their duties under the provision of this Agreement.
- b. LACOE shall be charged with quality assurance of all special education services at all the Juvenile Halls. LACOE shall develop and implement a written quality assurance program. This program shall include a system of on-going review of at least a representative sample of IEPs developed or modified in the Juvenile Halls to monitor quality and assure compliance with the requirements of LACOE's policies and the IDEA.
- c. LACOE shall ensure that all special education teachers take the required steps to keep their education licenses current and appropriate to the courses they are required to teach."

4. Section X, Monitoring and Enforcement, Paragraph 72 is amended to read as follows:

72. Termination: This Agreement shall terminate on December 1, 2007, subject to the following conditions:

The Monitor will issue two reports during the term of this Agreement. The first report will be issued in May 2007, and the second report will be issued in November 2007.

If, in the report issued in November 2007, the Monitor determines that, regarding any paragraph in the Agreement, the County and/or LACOE have been in substantial

compliance since at least November 2006, then the Parties agree that those paragraphs shall not be subject to further monitoring.

In the November 2007 report, the Monitor shall make a determination, paragraph by paragraph, about whether the County and/or LACOE is in substantial compliance or can come into substantial compliance with this Agreement by December 1, 2007, and maintain substantial compliance, paragraph by paragraph, for one year thereafter. If the Monitor determines that the County and/or LACOE is in, or can come into, substantial compliance with certain paragraphs of this Agreement by December 1, 2007, then, with respect to those paragraphs, this Agreement shall be extended until December 1, 2008 in order to monitor whether or not substantial compliance is maintained during the ensuing year.

In the November 2007 report, if the Monitor finds that the County and/or LACOE is not currently in substantial compliance with one or more paragraphs but is making steady progress and working in good faith, and probably will be in substantial compliance with those paragraphs by December 1, 2008, and can maintain substantial compliance with those paragraphs for one year thereafter, then, with respect to those paragraphs, this Agreement shall be extended until December 1, 2009 in order to monitor whether or not substantial compliance is maintained during the ensuing year.

In the November 2007 report, if the Monitor determines that the County and/or LACOE cannot come into substantial compliance with one or more paragraphs of this Agreement by December 1, 2008, then the County and/or LACOE agree to jointly with the DOJ file by January 15, 2008 those paragraphs of this Agreement as a consent decree

with the Court. The consent decree shall require that the County and/or LACOE be in substantial compliance with all of the provisions of the consent decree within two years of filing with the Court and then maintain substantial compliance with all of the provisions of the consent decree for one year after that. The consent decree shall terminate three years after the date it is filed with the Court. The consent decree shall comply with the Prison Litigation Reform Act ("PLRA"), 18 U.S.C. § 3626(a).

If the County and/or LACOE is not in substantial compliance with the terms of this Agreement by the appropriate termination date, as determined by this paragraph, the DOJ reserves the right to initiate a civil action pursuant to CRIPA and/or Section 14141 for purposes of enforcing the constitutional and federal statutory rights of the youth residents of the Juvenile Halls.

The Monitor will continue to issue reports in May 2008 and November 2008. If the Monitor in his November 2008 report determines that the County and/or LACOE is not in substantial compliance with any paragraphs extended by virtue of this paragraph, the County and/or LACOE agree that any such paragraphs shall be either filed as a consent decree (if no previous consent decree has been filed) or added to the consent decree already filed in Court. The County and LACOE agree to take these actions by January 15, 2009.

FOR THE UNITED STATES:

GEORGE S. CARDONA
United States Attorney
Central District of California

WAN J. KIM
Assistant Attorney General
Civil Rights Division

SHANETTA Y. CUTLAR
Chief
Special Litigation Section

JUDY C. PRESTON
Deputy Chief

TAMMI R. SIMPSON
BETH HANSHER
Trial Attorneys
Special Litigation Section
U.S. Department of Justice
Civil Rights Division
Special Litigation Section - PHB
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

FOR LOS ANGELES COUNTY:

ZEV YAROSLAVSKY
Chairman
Los Angeles County Board of Supervisors

RAYMOND G. FORTNER, JR.
County Counsel

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy
AUG 01 2007

GORDON W. TRASK
Principal Deputy County Counsel

FOR LOS ANGELES COUNTY OFFICE OF EDUCATION:

DARLINE ROBLES
Superintendent

SHARI KIM GALE
General Counsel

MONIQUE SHAY
Deputy General Counsel

Executed on this 22nd Day of August, 2007.