

**Resolution Agreement  
Nevada Joint Union High School District  
Case Number 09-15-1576**

The Nevada Joint Union High School District (District), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the issues investigated by the U.S. Department of Education, 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 (Title II).

**I. INDIVIDUAL PROVISION**

- A. Within 30 calendar days of the date that this agreement is signed, the District will, after providing proper written notice to the education rights holder, convene a group of knowledgeable persons, including the education rights holder, to determine whether the Student needs compensatory and/or remedial services as a result of the District's failure to provide for a period of approximately six months: 1) an additional hour of individual counseling each month; 2) two hours per month of "other transitional services"; and 3) one hour per month of career awareness. If so, within one week of its determination, the group will develop a plan for providing timely compensatory and/or remedial services (the Plan) with a completion date not to extend beyond two years after the date the group makes the determination. The District will provide the Student's education rights holder with notice of the procedural safeguards including the right to challenge the group's determination through an impartial hearing.
- B. If, at any time during the length of the Plan period described in 1A, the Student leaves the District, the District will calculate the number of hours of remaining services and establish and fund an account for the benefit of the Student. The amount in the account shall be calculated by multiplying the number of hours of remaining, unprovided services by a reasonable rate for each service type. The fund shall be portable and useable by the Education Rights Holder for the benefit of the Student to provide the services identified in 1A.

**Reporting Requirements**

- C. Within two weeks of the decision as to whether compensatory and/or remedial services are needed, the District will submit to OCR documents supporting the group's decision. The documentation submitted shall include documentation showing the participants in the meeting, an explanation for decisions made, the information considered, and a description of and schedule for the Plan which will provide any compensatory and/or remedial services (if any) to the Student. OCR will, prior to approving the District's decision and Plan for providing the proposed services, review the documentation to ensure that the District met the requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations.
- D. By fifteen calendar days after the last compensatory and/or other remedial services have been provided to the Student, the District will provide documentation to OCR of the dates, times, and locations that compensatory and/or remedial services were provided, a description of what was provided, and the name(s) of the service provider(s). If a fund is established as described in 1.B, within 15 days of establishing the fund, the District will

provide OCR with documentation of the funds existence and information about the calculations used to establish the fund amount.

## **II. SYSTEMIC PROVISION**

- A. The District will establish a process for effective communication about and scheduling of Section 504 and Individual Education Plan (IEP) meetings with the stakeholders who play a role in the evaluation of students, and who attend and participate in these meetings at the Non-Public School at issue in this matter (NPS). The process will identify District employee(s) responsible to take specific steps to ensure that meetings at the NPS are timely held, and will include a means of documenting the steps taken for the evaluation of students, and for the planning of each meeting for each student.
- B. As part of the process, the District will request the NPS to develop a database of students receiving services under either a Section 504 plan, or an IEP. The information in the database will be used by the District to assist in developing the appropriate assessments and interventions for students, as well as to facilitate communication about other aspects of providing a free, appropriate, public education to students through Section 504 plan or IEP development between the District and the NPS and will include at least the following minimal information about each student:
- (a) Full name, age, date of birth, and current grade level;
  - (b) Date of enrollment at the NPS;
  - (c) Date of last IEP or Section 504 meeting, and as applicable, last annual and Triennial IEP;
  - (d) Date of next required IEP or Section 504 meeting, and as applicable, next annual and Triennial IEP meeting;
  - (e) Expected date for a thirty-day review; and
  - (f) Date of any requests for assessments and date by which the assessment plan and IEP/Section 504 meeting must be held.
- D. The database will be updated weekly and a spreadsheet containing at least the minimal information above will be emailed by the NPS weekly to the District Director of Special Education Services.

### **Reporting Requirements**

- D. Within one calendar month of the date this Agreement is signed, the District will submit to OCR documents that describe and show the process. OCR will, prior to approving the process, review the documents and provide any necessary changes.
- E. Within three calendar months of OCR's approval of the process, the District will submit documents as the first of three quarterly reports to OCR that show evidence of the implementation of the process. OCR will, prior to approving each of the three quarterly reports, review the documents and provide any necessary changes.

## **III. MONITORING**

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement, 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 and Title II, and 34 C.F.R. § 104.33-.36, and 28 C.F.R. § 35.103(a), and 35.130(b)(ii) and (iii), which were at issue in this case.

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 the 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.

\_\_\_\_\_/s/\_\_\_\_\_

District Superintendent

\_\_\_\_\_03/08/2016\_\_\_\_\_

Date