

**Resolution Agreement**  
Norton Space and Aeronautics Academy  
OCR Complaint # 09-15-1092

In order to voluntarily resolve the issues investigated in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR) under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, as amended (Title II), Norton Space and Aeronautics Academy (NSAA), without admitting any liability, agrees to the following:

**I. Individual Remedies**

- A. NSAA will fund six (6) hours of speech and language services for the Student through an entity selected by Complainant. Speech and language services shall not exceed \$150.00/hour (one hundred fifty dollars per hour). The speech/language provider or providers will be chosen by the Complainant on or before September 30, 2017, or the services shall be forfeited. The provider will bill NSAA directly for payment(s). All services must be provided on or before March 30, 2018. Services not obtained by March 30, 2018 shall be forfeited.
- B. NSAA will fund twenty (20) hours of academic tutoring sessions for the Student through an entity selected by the Complainant. Academic tutoring shall not exceed \$80.00/hour (eighty dollars per hour). The provider or providers of academic tutoring will be chosen by the Complainant on or before September 30, 2017, or the services will be forfeited. The provider will bill NSAA directly for payment(s). All services must be provided on or before March 30, 2018. Services not obtained by March 30, 2018 shall be forfeited.
- C. Within ten (10) business days of signing this Agreement, NSAA will send a letter to the Complainant at Complainant's mailing address and email, to be provided by OCR. The letter shall include NSAA's billing address and procedures and a contact person's name and telephone number for any questions. The letter will explain that Complainant must select providers on or before September 30, 2017, or the services shall be forfeited. The letter will provide options for academic tutoring and speech/language services within Complainant's geographic area, as well as explain that the Complainant has until March 30, 2018 to use the services or the services shall be forfeited. NSAA will provide a copy of the letter to OCR contemporaneously.

**II. Written Guidance and Training**

- A. NSAA will create a protocol for ensuring that all staff working with students with disabilities, including teachers, administrators, aides, and providers,

receive a copy of each student's current IEP or Section 504 plan and have access to the Special Education Director or student's case carrier to discuss the content of the IEP document and receive guidance with respect to implementation. The protocol will also ensure that all approved accommodations documented in a student's previous IEP are carried forward into the student's new IEP, as appropriate. NSAA will draft a memorandum and disseminate it to all administrators, teachers and special education staff explaining the protocol and the requirement under Section 504, Title II and their implementing regulations to implement all portions of a student's consented-to plan for special education services, including Individualized Education Program (IEP) and Section 504 plans.

- B. NSAA will draft and disseminate to all administrators and staff members a guidance memorandum regarding the prohibition against retaliation and harassment on the basis of disability under Section 504, Title II, and their implementing regulations. The guidance memorandum will also include information about NSAA's grievance procedure for promptly and equitably investigating and resolving complaints of discrimination, harassment, and retaliation, and NSAA's obligations under Section 504, Title II and their implementing regulations as to the same.
- C. NSAA will provide one hour of staff development to all NSAA staff on items II.A and II.B.

### **III. Reporting Requirements**

- A. Within ten (10) business days of the date of the full execution of this Agreement, NSAA shall provide OCR with documentation of compliance with paragraph 1.C, above.
- B. By April 30, 2018, NSAA will provide OCR with either (1) a letter confirming it has never received any invoices or billing from Complainant's selected providers, or (2) a letter with documentation of the dates that the services were provided, the providers, and confirmation of payment to the providers, consistent with the provisions of paragraphs I.A, and I.B above.
- C. By August 31, 2017, NSAA will submit a draft of all protocol, memoranda, and training materials (including the title/name of the proposed trainers) described in Section II to OCR for review and approval.
- D. NSAA will finalize and issue the guidance memoranda and provide the training required in Section II by December 31, 2017. Within 15 days of providing the training required in Section II.A, NSAA will provide OCR with the following documentation: the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, sign-in sheets evidencing the NSAA employees who attended

the training, a list of the required NSAA employees who did not attend, and a plan for providing follow-up for those employees who did not attend, as needed.

### **General Provisions**

NSAA understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, NSAA understands that during the monitoring of this Agreement, OCR may visit NSAA, interview staff and students and request such additional reports or data as are necessary for OCR to determine whether NSAA has fulfilled the terms of this Agreement and is in compliance with Section 504 and Title II and their implementing regulations, which were at issue in this case.

NSAA understands that OCR will not close the monitoring of this Agreement until OCR determines that NSAA has fulfilled the terms of this Agreement and is in compliance with the statutes and regulations, which were at issue in this case.

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

\_\_\_\_\_/s/\_\_\_\_\_  
Lisa Lamb  
Executive Director

\_\_\_\_\_06/29/2017\_\_\_\_\_  
Date