

**Resolution Agreement
Nevada City Elementary School District
Case Number 09-15-1575**

The Nevada City Elementary 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 PROVISIONS

- A. By February 12, 2016, the District will establish and fund an account for the benefit of the Student (Student Account) to provide the Student with psychological services (e.g., counseling). The amount of the Student Account will be \$660, based on five and a half hours of counseling services at a rate of \$120 per hour. Funds in this Student Account will be available for services for the Student until the fund total of \$660 have been depleted, or until six calendar months have elapsed since the date the Student Account was created, whichever comes earlier. The District intends to seek reimbursement from Milhous Children's Services for all funds placed in the Student Account, but will be liable for the \$660, whether or not Milhous reimburses the District.
- B. OCR and the District understand that OCR will monitor the process of the Student receiving psychological services during the six calendar month period starting when the Student Account was created, or until the Student Account funds have been depleted, whichever comes earlier.
- C. The District will designate its Coordinator of Student Services as the Student Account District Liaison (District Liaison), who will be responsible for communicating with the Complainant, and for ensuring that the District's obligations under this Agreement are met.
- D. The Complainant may either: 1) choose the appropriate service provider and notify the District Liaison of the contact information and qualifications through provision of a resume or CV, or 2) request a list of appropriate services providers from the District for the area in which the Student is residing.
- E. The Complainant may either submit invoices to the District Liaison for timely payment by the District, or request that the providers invoice the District Liaison identified in I.C. for direct District payment.

II. 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 the statutes and regulations implementing Section 504 and Title II, 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 Section 504 and Title II, and their implementing regulations at 34 C.F.R. § 104.33 -.36, and 28 C.F.R. § 35.103(a), and 35.130(b)(ii) and (iii).

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

_____02/22/2016_____
Date