

**Resolution Agreement**  
**Belmont-Redwood Shores Elementary School District**  
**09-18-1331**

Belmont-Redwood Shores Elementary School District, without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the compliance concern identified in the above-referenced case by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §794, Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131 *et seq.*, and the implementing regulations for these statutes.

- I. Specialized Academic Instruction (SAI) for the Student
  - a. The District will extend a written offer to the Complainant to provide, or arrange with an agreed-upon outside agency to provide, the Student with eight (8) 60-minute sessions of SAI by qualified personnel to address the Learning Center goals documented in his current individualized education program (IEP). The District will give the Complainant the option of having District personnel or an outside agency under contract with the San Mateo County SELPA deliver the services.
  - b. If the Complainant accepts the District's offer within 90 calendar days of receipt, the District will develop a schedule of service delivery with input from the Complainant and will ensure that the SAI services are fully provided as soon as possible, but no later than the end of the 2018-19 school year.
  - c. Reporting requirements:
    - i. By **September 28, 2018** the District will provide OCR a copy of the written offer and will confirm that it was sent to the Complainant.
    - ii. On or before 90 days of the Complainant's receipt of the offer, the District will inform OCR whether the Complainant accepted the offer.
    - iii. If the Complainant accepts the offer, within 30 calendar days of acceptance the District will provide OCR the following information: the name, title, and qualifications of the service provider chosen; a schedule of service delivery; and a description of how services will be documented.
    - iv. If the Complainant accepts the offer and chooses to have District personnel deliver the services, by December 15, 2018 and June 30, 2019, if services are not completed by December 15, 2018, the District will provide documentation to OCR of the dates, times, and location that SAI services were provided, and a description of services provided. If the

Complainant accepts the offer and chooses to have an outside agency under SELPA contract deliver the services, the District will instead, by the same dates, provide OCR with a copy of the invoice(s) submitted by the agency verifying service delivery and will confirm that it has paid the agency.

II. Documentation of Learning Center Services

- a. The District will develop and implement a process at XXXXXXXX XXXXXX Elementary School (School) for service providers to consistently and accurately document services provided to students in the Learning Center including, at a minimum, the date and length of the services, so that the School can ensure service delivery consistent with students' IEP or Section 504 Plan requirements.
- b. The District will take effective steps, including training and/or written guidance, to ensure that service providers staffing the School Learning Center are aware of and fully implement the documentation process.
- c. Reporting requirements:
  - i. By **November 2, 2018**, the District will provide OCR a description of the School's Learning Center documentation process, including a copy of any related forms or logs, and will confirm that it is being implemented.
  - ii. By **November 16, 2018**, the District will provide OCR a description of the training and/or written guidance provided to School Learning Center staff, including the date, participants, and training materials for any training, and/or a copy of any written guidance issued.

Monitoring:

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. 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. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Dr. Michael Milliken, Superintendent

\_\_\_\_\_08/13/2018\_\_\_\_\_  
Date