

**CLARK COUNTY SCHOOL DISTRICT
COMPLAINT INVESTIGATION
(#CL102125)**

Report Issued on December 17, 2025

INTRODUCTION

On October 21, 2025, the Nevada Department of Education (NDE) received a State Complaint from a Complainant alleging a systemic violation of the Individuals with Disabilities Education Act (IDEA) or a provision of the Nevada Revised Statutes (NRS) or the Nevada Administrative Code (NAC), Chapter 388, by Clark County School District (CCSD).

The allegation in the State Complaint was that CCSD is misusing the written offer of settlement provision in IDEA, 34 C.F.R. §300.517(c)(2)(i), by failing to include attorneys' fees. Specifically, that CCSD's reoccurring¹ practice of issuing offers of settlement without including attorney fees, and instead including capped "not to exceed" provisions, violates the IDEA. Complainant's legal argument in support of this State Complaint was that this practice violates both the letter and purpose of the IDEA in that: nothing in IDEA explicitly authorizes capped offers; CCSD does not include attorneys' fees as an essential term of the settlement offer; and, because attorney fees are an essential term under the IDEA, CCSD's settlement offers inject ambiguity and uncertainty, making the settlement unenforceable.

The Complainant's proposed resolution to address the allegation of noncompliance was for NDE to determine CCSD's use of capped settlement offers to be in violation of the IDEA and to require CCSD to develop and implement a corrective action plan prohibiting the use of capped offers going forward.

Based on the allegation of noncompliance, the specific allegation within the jurisdiction of NDE through the State Complaint process raised the following issue for investigation:

Issue:

If IDEA or NRS/NAC, Chapters 388, require the inclusion of attorney fees in written offers of settlement to resolve an action or proceeding brought under 20 U.S.C. §1415², whether CCSD's practice of including an amount that caps attorney fees in an offer of settlement violates the IDEA or Chapter 388 of NRS/NAC.

In the October 24, 2025 issue letter to CCSD, CCSD was notified that if it disputed the allegations of noncompliance in the State Complaint, the submitted documents and information must include: a denial of the alleged noncompliance, a brief statement of the factual basis for the denial, reference to the documentation that factually supported the denial, and that failure to provide these by November 12, 2025, would be considered a concession of noncompliance for purposes of this State Complaint. CCSD did

¹ While the time period was not explicitly included in the State Complaint, the facts supporting the allegation characterize the practice as a current and recurrent practice. Therefore, the State Complaint was determined to meet the time limitation requirement in IDEA, 34 C.F.R. §300.153, and NAC §388.318(1)(b).

² The referenced section of IDEA in the State Complaint, 34 C.F.R. §300.517(c)(2)(i), addresses an action or proceeding brought under section 615 of the Act, in this case the procedural safeguard of the right to an impartial due process hearing.

respond timely with the required information/documentation. CCSD denied the alleged noncompliance and provided a counter legal argument to the cited authority in the State Complaint.

The State Complaint, CCSD's response and supplemental response, including all documents submitted, were reviewed in their entirety in this investigation. The Findings of Fact cite the source(s) of the information determined necessary to resolve the issue in this Complaint.

FINDINGS OF FACT

1. CCSD utilizes two different templates entitled Firm Offer of Settlement Agreement and Mutual Release (Offer of Settlement) when entering into a settlement agreement with a parent to resolve the disagreement(s) in the parent's request for a due process hearing. (CCSD Response, Offer of Settlement)
2. If a parent is represented by an attorney in the due process hearing, CCSD's Offer of Settlement templates includes the following alternative language:
 - a. Template One: "The District will pay reasonable attorneys' fees, in the amount of \$00,000.00, following the submission of an invoice related to the IDEA claim by Petitioner's counsel."
 - b. Template Two: "The District will pay reasonable attorneys' fees, in an amount not to exceed \$00,000.00, following the submission of an invoice related to the IDEA claim by Petitioner's counsel. The parties agree to negotiate the amount in good faith. The determination of reasonable attorneys' fees is subject to the IDEA provisions under 20 U.S.C. § 1415(i)(3) and 34 C.F.R. §300.517." (\$00,000.00 in both templates denote a field to be completed with the relevant amount.) (Offer of Settlement, CCSD Response, State Complaint)
3. The settlement terms and conditions in the Offer of Settlement templates include a provision that the petitioner(s) will withdraw the date-specific Due Process Complaint, with prejudice. (Offer of Settlement)
4. CCSD's Offer of Settlement templates do not include a statement that all discussions that occurred during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding. (The templates do include an evidentiary use clause.) CCSD utilizes the same Offer of Settlement templates for offers during the State mediation process. (Offer of Settlement, CCSD Supplemental Response)

Conclusions of Law

While parties can agree to engage in private settlement discussions to settle a Due Process Complaint, IDEA and NAC, Chapter 388, provide two dispute resolution processes to allow the party public agency and a parent to resolve the parent's Due Process Complaint: mediation and the resolution process.³ 34 C.F.R. §§300.506, 300.510; NAC §§388.305, 388.307. If a resolution to the dispute is reached either through

³ Neither IDEA nor Chapter 388 of NRS/NAC address private settlement discussions between the parties to a Due Process Complaint, terms, or agreements that resolve a Due Process Complaint outside of the mediation or resolution processes.

mediation or the resolution process, the parties must execute a legally binding agreement that is enforceable in any State court of competent jurisdiction or in a district court of the United States, or, in Nevada, by NDE through an alternative mechanism that permits parties to seek enforcement of a settlement agreement resulting from a due process hearing through the State Complaint process. 34 C.F.R. §§300.506(b)(7), 300.510(d)(2); NRS §388.4685; NAC §§388.305(7), 388.307(11).

The mediation process is voluntary on the part of both parties and may not be used to deny or delay a parent's right to a hearing on the parent's Due Process Complaint, or to deny any other rights afforded under IDEA Part B of the Act. 34 C.F.R. §300.506(b)(1); NAC §388.305. With regard to the resolution process for a non-expedited Due Process Complaint, the named public agency must convene a resolution meeting with the parent, with some exceptions, within 15 days of receiving notice of the parent's Due Process Complaint, and the parent's failure to participate in the resolution meeting will delay the timelines for the resolution process and due process hearing until the meeting is held. However, if resolution to the dispute which forms the basis of the Due Process Complaint is reached during a resolution meeting, the execution of an agreement to resolve the dispute is voluntary on the part of both parties. 34 C.F.R. §300.510; NAC §388.307. (See also 34 C.F.R. §300.532(c) for expedited due process hearings.)

Similarly, with one exception, neither IDEA, 34 C.F.R. §§300.506, 300.510, nor NAC §§388.305, 388.307, mandate the terms in mediation or resolution agreements. The sole exception is that all executed legally binding mediation agreements must include a statement that all discussions that occurred during the mediation process will remain confidential and may not be used as evidence in any subsequent due process hearing or civil proceeding. 34 C.F.R. §300.506(b)(6)(i); NAC §388.305(6)(a).⁴

Fundamental to this State Complaint, if the parties to a dispute engage in settlement discussions to resolve a Due Process Complaint, neither IDEA nor Chapter 388 of the NRS/NAC require the inclusion of attorney fees in written offers of settlement to resolve an action or proceeding brought under 20 U.S.C. §1415. Attorney fees are not, as argued, an essential term of a settlement offer under the IDEA or Chapter 388 of the NRS/NAC. As such, the manner in which CCSD addresses, or declines to address, attorney fees in an offer of settlement is not violative of IDEA or Chapter 388 of NRS/NAC. An offer of settlement from either party to resolve a Due Process Complaint is just that, an offer. Either party may reject an offer of settlement to resolve the dispute. The matter will then proceed to hearing and the appointed Hearing Officer will conduct a due process hearing and render a hearing decision to resolve the issue(s) of disagreement. 34 C.F.R. §300.511 et seq.; NAC §388.310.

While the above resolves the issue in this State Complaint, the Complainant's legal argument in this case on the matter of the award of attorney fees was replete with statutory and regulatory authority and case law, including common law principles and contract law, and CCSD responded in kind to the argument. Given the likelihood of a persistent controversy with regard to the award of attorney fees relative to settlement discussions and agreements, the State Complaint Investigation Team determined that further discussion on the jurisdiction to award attorney fees under IDEA was warranted.

The authority to award attorney fees is granted to the court, that at, at its discretion, after the conclusion of a due process hearing may award reasonable attorneys' fees as part of the costs to the prevailing party who

⁴ As discussed in the next paragraph, while CCSD's Offer of Settlement template (FOF #4) does not include this statement in its entirety, it is just that: an offer subject to further negotiation or rejection. (Given under IDEA and NAC, Chapter 388, this is a State mediation process, it is relevant to note that the NDE model form for mediation agreements reached under IDEA and NAC, Chapter 388, does include this mandatory statement, and all State special education mediators have been trained on this requirement to ensure, upon reaching resolution of a dispute, the parties execute a legally binding mediation agreement in accordance with IDEA and NAC, Chapter 388.) (NDE Model Form – Mediation Agreement)

is the parent of a child with a disability or, in some cases, to a prevailing party state educational agency or local educational agency. 20 U.S.C. §1415(i)(3)(B)(i); 34 C.F.R. §300.517(c). Correspondingly, it is also the court that makes the determination whether a prevailing parent was substantially justified in rejecting a settlement offer that was made more than 10 days before the administrative proceeding began and not accepted within 10 days; and that the relief finally obtained by the parents is not more favorable to the parents than the written offer of settlement.⁵

Since the court has the sole authority to award attorney fees, that is the proper forum to resolve any dispute between parties to a due process hearing over the award of attorney fees. Accordingly, any argument of a prevailing parent's substantial justification in the rejection of an offer of settlement that is viewed as ambiguous; invalid; or otherwise violative of IDEA can be advanced to a court after the final administrative determination on the Due Process Complaint. 20 U.S.C. §1415(i)(3)(E); 34 C.F.R. §§ 300.514, 300.517(c)(3).

Therefore, given neither IDEA nor NRS/NAC, Chapters 388, requires the inclusion of attorney fees in written offers of settlement to resolve an action or proceeding brought under 20 U.S.C. §1415, CCSD's practice of including an amount that caps attorney fees in an offer of settlement does not violate the IDEA or NRS/NAC, Chapters 388.

⁵IDEA provides that either a court or the administrative hearing officer has found that the relief finally obtained by the parents is not more favorable to the parents than the offer of settlement. Neither NRS nor NAC includes any such procedure after the conduct of the due process hearing and rendering of the decision.