

## RESOLUTION AGREEMENT

### Thompson School District (Colorado) Case Number 08-17-1091

In order to resolve the open allegations in Case No. 08-17-1091, filed against Thompson School District (District) and opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR) pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131-65, and its implementing regulation at 28 C.F.R. part 35, the District agrees to take the actions outlined in this Resolution Agreement.

During the course of OCR's investigation, the District indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II. The Agreement requirements are aligned with the identified issues and consistent with Section 504's and Title II's regulatory requirements. The District's decision to enter into this agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

1. The District will revise, as follows, its open enrollment process to ensure non-discrimination for prospective or current students with disabilities.
  - a. The District will ensure that its open enrollment process includes, on its charter school websites, any open enrollment websites, and otherwise, a notice of non-discrimination in accordance with 34 C.F.R. § 104.8 to include, without limitation:
    - i. a statement that the District does not discriminate on the basis of disability in enrollment;
    - ii. the name, title, and required contact information for the District's Section 504/Title II Coordinator; and
    - iii. information about and contact information for the U.S. Department of Education's Office for Civil Rights.Additional guidance on notices of nondiscrimination can be found at <http://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html>.
  - b. The District will revise its open enrollment policy, regulation, and/or procedures to, without limitation:
    - i. state that the District does not discriminate on the basis of disability in open enrollment;
    - ii. provide that student-applicants with disabilities retain their priority vis-à-vis other applicants until the decision on their application is final;
    - iii. include a process whereby the full-time employee (FTE) allocation for school sites for the following year takes into consideration the open enrollment application pool for each school site;
    - iv. ensure that applications for open enrollment at each school site are considered in light of projected FTE allocations for the following year; and

- v. ensure written notice to families of acceptance or denial, including (a) that open enrollment acceptance does not affect an individualized education program (IEP) team's authority to review and revise an IEP in accordance with law or the Special Education Director's authority to determine the location where an IEP will be implemented, (b) a link to the District's IEP and Section 504 procedural safeguards, and (c) indicating the statutory basis for any denials of enrollment.
- c. The District will revise its open enrollment recruitment materials<sup>1</sup> and application materials to accord with its revised open enrollment policy and regulation.
- d. The District will ensure that its open enrollment process, including any websites, is accessible to individuals with disabilities and limited-English-proficient populations.

**REPORTING REQUIREMENT A:** By May 30, 2018, the District will provide OCR, for OCR'S approval, its revised draft policy, regulation, and/or procedures notice of non-discrimination, recruitment materials, application materials (including any websites), and the materials that and a description of how the District will communicate these revisions to parents. The District will fully and promptly address any comments by OCR and will continue to modify these documents until the District receives final OCR approval.

**REPORTING REQUIREMENT B:** Within 60 calendar days of OCR's approval, the District will provide OCR documentation of its actions to implement and publicize its revised open enrollment process. The District will fully and promptly address any comments by OCR and will continue to modify its implementation and publication until the District receives final OCR approval.

- 2. The District will revise, by addendum or otherwise, its contracts with its charter schools to ensure non-discrimination against prospective or current students with disabilities, including but not limited to (1) eliminating and prohibiting any blanket limitations as to the types or amounts of special education services at District charter schools, including but not limited to the statements in each charter school contract that the school does not offer the full continuum of services and the statement in the Loveland Classical School contract that students with disabilities are generally not eligible for transportation, and (2) ensuring compliance with the District's revised open enrollment policy. Additionally, the District will not renew or enter into any charter school contracts unless they are consistent with this Term.

**REPORTING REQUIREMENT:** By July 31, 2018 for Loveland Classical School, and July 31, 2019 for New Vision Charter School, the District will provide OCR its contracts. The District will fully and promptly address any comments by OCR and will continue to modify the open enrollment contracts until it receives final OCR approval.

---

<sup>1</sup> Such materials include but are not limited to information on charter school websites and information provided to prospective or current applicants relating to charter school open enrollment.

3. The District will provide OCR documentation demonstrating compliance with its revised and approved admissions and enrollment policies and procedures.

**REPORTING REQUIREMENT:** By August 1, 2019, and every year thereafter until August 1, 2021, the District will provide OCR with documentation of, for each District school up to that point in each respective school year: (1) the proposed and final FTE allocations, (2) the number of open seats that were filled through open enrollment, and (3) a list of all students by name who applied through open enrollment. For each student, the District will indicate (1) the school applied to; (2) the grade applied for; (3) whether the student has a disability, if known, and if so, the student's area(s) of eligibility, if known; (4) whether the application was denied or accepted; (5) the date the application was submitted; (6) the date the application was denied or accepted; (7) the date the District notified the applicant of the acceptance or denial; and (8) for any denials, an explanation of the reason for the denial and an explanation of where the student enrolled, if known.

4. The District will train its charter school staff and any administrators involved in open enrollment about the District's revised open enrollment procedure and disability discrimination.

**REPORTING REQUIREMENT A:** Within 60 calendar days of OCR's final approval of Term 1 of this Agreement, the District will provide OCR, for OCR'S approval, its draft training materials; identify who will be providing the training, by name, title, and qualifications; and roster of all staff; and a list of personnel required to participate in the training, by name and title. The District will fully and promptly address any comments by OCR and will continue to modify the training materials and trainer until it receives final OCR approval.

**REPORTING REQUIREMENT B:** Within 60 days of OCR's approval, the District will provide to OCR: (1) the date, time, and location of the training; (2) confirmation that the approved trainer(s) delivered the training; (3) the agenda and materials from the training; (4) the names and titles of all staff who attended the training; and (5) the names and titles of all staff who did not attend the training, and an explanation for each person's absence.

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 this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview District 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 its implementing regulation at 34 C.F.R. part 104 and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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 the Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/

3/9/18

---

Thompson School District  
By Dr. Stan Scheer, its Superintendent

---

Date