

Resolution Agreement
Adams County School District 12 and Stargate School
OCR Case Number 08-17-XXXX

Adams County School District 12 (“District”), and Stargate School (“School”) enter into this Agreement to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District or the School (collectively, “Recipients”). The Recipients assure OCR that they will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended, 29 United States Code (U.S.C.) Section 794, and its implementing regulation, at 34 Code of Federal Regulations (C.F.R.) Part 104, and Title II of the Americans with Disabilities Act of 1990 (“Title II”), 42 U.S.C. Sections 12131 *et seq.*, and its implementing regulation, at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR’s investigation, the Recipients agreed to resolve the complaint allegations pursuant to Section 302 of OCR’s *Case Processing Manual*. Accordingly, the Recipients agree to take the following actions.

Term I: Staff Training

- A. Within thirty (30) calendar days of this Agreement being signed, the School will submit to OCR for review and approval a list of all School board members and staff who are or may be involved in recruitment and admissions of students, including, but not limited to, all board members and staff who: interact with parents and guardians of prospective students (*e.g.*, answering phone or email inquiries, or staffing open houses or open enrollment/school choice events); receive, review, evaluate, and decide upon applications for admissions; issue admissions decisions; or hear appeals of admissions decisions. For each board member and staff member listed, the School will provide:
 - i. First and last name;
 - ii. Title or position; and
 - iii. A brief description of the individual’s role(s) in the School’s admissions process.

- B. Within thirty (30) calendar days of this Agreement being signed, the District will submit to OCR for review and approval a list of all staff who are involved in recruitment and admissions of students to the School.¹ For each staff member listed, the District will provide:
 - i. First and last name;
 - ii. Title or position; and
 - iii. A brief description of the individual’s role(s) in connection with admissions to the School.

¹ For example, staff in the District’s Admissions Department and Learning Services Department who speak with parents about admission to the School.

- C. The Recipients will respond to OCR's concerns, if any, about the lists provided to OCR pursuant to Term I(A) and Term I(B) of this Agreement until OCR considers the concerns resolved and issues final approval of the lists.
- D. Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for review and approval:
 - i. Draft materials to train all individuals on the lists approved pursuant to Term I(C) of this Agreement about disability discrimination, including, at a minimum, prohibited different treatment of students with disabilities in recruitment, admissions, and enrollment, including training on how staff will properly respond to oral and written inquiries from parents regarding the School's willingness or ability to admit and serve students with disabilities; and
 - ii. The name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training to staff.
- E. The School will respond to OCR's concerns, if any, about the training materials and trainer(s) described in Term I(D) of this Agreement until OCR considers the concerns resolved and issues final approval of the materials and trainer(s).
- F. Within sixty (60) calendar days of receiving OCR's final approval of the materials and trainer(s), the School will provide the training to all of the individuals on the lists approved pursuant to Term I(C) of this Agreement.
- G. Within thirty (30) calendar days of the training being provided, the School will provide to OCR:
 - i. The date, time, and location of the training;
 - ii. Confirmation that the approved trainer(s) delivered the training;
 - iii. The agenda and materials from the training;
 - iv. The names and titles of all individuals who attended the training; and
 - v. The name(s) and title(s) of all individuals who did not attend the training, an explanation for each person's absence, and a plan to train each person (if possible).

Term II: Admissions Webpages and Materials

- A. Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for review and approval revised public admissions webpages and documents (including documents available online and/or in hardcopy format), including applications for admissions. The revised webpages and documents will:
 - i. Include a statement that the School does not discriminate on the basis of disability in recruitment and admissions;
 - ii. Include the name, title, and contact information (*i.e.*, mailing address, phone number, and email address) for the School's Section 504/Title II Coordinator;

- iii. Include the name, title, and contact information for an individual whom parents may contact if they suspect disability discrimination in admissions and enrollment, if different from the Section 504/Title II Coordinator; and
 - iv. Not include any requests for information or documents related to disability, including application questions about whether a student has a disability, individualized education program (IEP), or Section 504 plan, or requests for special education records.²
- B. The School will respond to OCR’s concerns, if any, about the revised webpages and documents described in Term II(A) of this Agreement until OCR considers the concerns resolved and issues final approval of the webpages and documents.
- C. Within thirty (30) calendar days of receiving OCR’s final approval of the revised webpages and documents, the School will provide to OCR:
- i. Links to, screen shots of, or printouts of all final revised webpages;
 - ii. Copies of all revised, final admissions documents; and
 - iii. Written assurances that the School will use the revised documents.

Term III: Policy Revisions

- A. Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for review and approval a revised “Community Handbook” that adds language to the “Mission, Goals, and Objectives” section indicating that the School does not discriminate against students with disabilities in recruitment or admissions.³ This notification will be developed in accordance with the requirements of Section 504 at 34 C.F.R. Section 104.8.
- B. The School will respond to OCR’s concerns, if any, about the revised “Community Handbook” until OCR considers the concerns resolved and issues final approval of the document.
- C. Within thirty (30) calendar days of receiving OCR’s final approval of the revised “Community Handbook,” the School will provide to OCR:
- i. A copy of the final, revised “Community Handbook;”
 - ii. A link to, screen shot of, or a printout from the School’s website showing that the revised “Community Handbook” has been posted; and
 - iii. Written assurances that the School will use the revised document.

² Among the revisions, the School will add language about students with disabilities to its Admissions “Frequent Questions and Answers” webpage.

³ The new language will be added to the section titled, “Special Education Program(s).”

Term IV: Guidance

- A. Within sixty (60) calendar days of this Agreement being signed, the School will submit to OCR for review and approval written guidance designed to ensure non-discrimination in the enrollment of students with disabilities.⁴ The guidance will include:
- i. A statement that the School will not deny enrollment to, un-enroll, or otherwise transfer or remove an admitted student solely based on the student having a disability or a specific type of disability, or needing a particular disability-related service, accommodation, or modification;
 - ii. A statement that the rare decision to change the educational placement or educational setting (*i.e.*, location of a student's school or program) of a student with a disability will be made on an individualized, case-by-case basis;
 - iii. A statement that, if the School believes that it cannot provide a student with a free appropriate public education (FAPE), after having attempted in good faith to provide the student with a FAPE, and thus believes there is a need to explore other educational placements or settings, the School will:
 - a. Convene a meeting with a team of persons knowledgeable about the Student (including the Student's parents), the evaluation data, and the placement options;
 - b. Provide the student's parents with a meaningful opportunity to provide input into the determination, notice of the determination made, and notice of the procedural safeguards available to them under 34 C.F.R. Section 104.36, including their right to challenge such determinations through an impartial due process hearing should they disagree; and
 - iv. A statement that, if a student with a disability is moved to another school or program for reasons related to the provision of FAPE, the School will ensure that the specific rationale for the move and the parent's input are documented in the student's educational file.
- B. The School will respond to OCR's concerns, if any, about the new guidance until OCR considers the concerns resolved and issues final approval of the document.
- C. Within fifteen (15) calendar days of receiving OCR's final approval of the new guidance, the School will disseminate the new guidance to all staff.
- D. Within thirty (30) calendar days of receiving OCR's final approval of the new guidance, the School will provide to OCR:
- i. A copy of the final new guidance; and
 - ii. Written assurances that the School will use the new document, including as specified in Term IV(A) of this Agreement; and
 - iii. Documentation showing that the new guidance was disseminated to all staff at the School pursuant to Term IV(C) of this Agreement.

⁴ The School may choose to submit a policy or regulation in lieu of written guidance.

Term V: Additional Reporting to OCR

- A. By October 1, 2018, the Recipients will submit to OCR all reports, grievances, or complaints, whether oral or written, from parents regarding disability discrimination in recruitment or admissions from August 1, 2017 to August 31, 2018.
- B. OCR will review the denial records and communicate any concerns to the Recipients. The Recipients will respond to OCR's concerns until OCR considers them resolved.

The Recipients understand and acknowledge 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. Sections 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give the Recipients written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Recipients understand that by signing this Agreement, they agree to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the Recipients understand that, during the monitoring of this Agreement, if necessary, OCR may visit the Recipients, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipients have fulfilled the terms of this Agreement and are in compliance with Section 504, and its implementing regulation at 34 C.F.R. Section 104.4, and Title II, and its implementing regulation at 28 C.F.R. Section 35.149. Upon completion of the obligations under this Agreement, OCR will close this case.

For Adams County School District 12:

/s/
Chris Gdowski, Superintendent

8/23/17
Date

For Stargate School:

/s/
Josh Cochran, Executive Director

8/22/17
Date