

RESOLUTION AGREEMENT

Douglas County School District 08-17-1249

The U.S. Department of Education's Office for Civil Rights (OCR) and Douglas County School District RE-1 (the "School District") enter into this agreement to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the School District. The School District assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 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. 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 School District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the School District agrees to take the following actions.

- (1) The School District shall conduct a multidisciplinary team meeting pursuant to the remedies requirements of Colorado Department of Education (CDE) case number XXXX. In addition to the CDE requirements for the meeting, the parties shall also review, and if necessary, revise the Student's IEP to ensure that the accommodations and modifications sections provide for clearly defined terms for the various provisions that relate to extra time for work and assessments, writing support, and shortened assignments and assessments.

Additionally, the parties shall consider whether the Student needs compensatory services for any failure to provide extra time for work and assessments, shortened assignments and assessments, and writing support for his assignments and assessments. If the team determines the Student needs compensatory services, the School District will provide such services. The meeting will be conducted procedurally consistent with the requirements of 34 C.F.R. §§ 104.35 and 104.36. The District will ensure that: (a) any decisions reflect the judgment of the team and not the judgment of a single individual; (b) the Student's parents are invited to the meeting; (c) the team carefully considers all information provided by the Student's parents and their invitees; and (d) the team includes School District employees who have knowledge of the matters being considered by the team.

REPORTING REQUIREMENTS

Within 15 days of the date of the multidisciplinary team meeting, the School District will notify OCR of the team's decision and will provide OCR with a copy of the team's meeting notes and the Student's new IEP. OCR will review the documentation submitted to ensure that the School District met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. § 104.35 and 104.36, in making these determinations, and will notify the School District when it has completed this review. Additionally, OCR will continue to monitor the School District's implementation of the compensatory services, if any are determined to be necessary, and the School District will provide OCR with a copy of documents demonstrating its fulfillment of such services.

- (2) Within 7 days of the multidisciplinary team meeting, the School District shall issue a memorandum (Memo) to all of the Student's teachers and service providers.

The Memo will remind staff that the School District must provide a Free Appropriate Public Education (FAPE) to each qualified individual with a disability in its jurisdiction, including students enrolled in charter schools. Section 504 defines an "appropriate" education as one that provides regular or special education and related aids and services that are designed to meet the individual education needs of a person with a disability as adequately as the needs of non-disabled persons are met. The implementation of an IEP developed in accordance with IDEA is one means of meeting the standard.

The Memo shall further explain that the Student is a student with a disability, and an IEP has been developed for the Student. Additionally, it shall also inform the recipients of the Memo that the Student's IEP has been updated, and that the recipients are required to become familiar with the IEP and to implement it with fidelity.

REPORTING REQUIREMENTS

Within 15 days of the date that the School District issues the Memo, it shall provide OCR with a statement confirming it has issued the Memo, a list of names along with job titles of all recipients of the Memo, and a copy of the final memo as issued. The School District shall provide supporting evidence showing it has issued the Memo (e.g. copy of email showing list of recipients).

The School District understands that by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the School District understands that during the monitoring of this Agreement, if necessary, OCR may visit the School District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School District has fulfilled the terms of this Agreement, and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. §104.33, and Title II implementing regulation at 28 C.F.R. §35.130. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The School 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 School District written notice of the alleged breach, and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the School District's representative below.

/s/
Douglas County School District

9/13/2017
Date