

**RESOLUTION AGREEMENT**  
**Imagine Classical Academy at Indigo Ranch**  
**Case Number 08-17-1481**

Imagine Classical Academy at Indigo Ranch (“Academy”) enters 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 Academy. The Academy 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), and its implementing regulation at 34 Code of Federal Regulations Part 104; Title II of the Americans with Disabilities Act of 1990 (Title II), and its implementing regulation at 28 C.F.R. Part 35; and Title IX of the Education Amendments of 1972 (Title IX) and its implementing regulation at 34 C.F.R. Part 106. As a recipient of Federal financial assistance from the U.S. Department of Education, the Academy is subject to these laws and regulations.

Prior to the completion of OCR’s investigation, the Academy 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 Academy agrees to take the following actions.

1. The Academy will hold a Section 504 team meeting for the Student, which will include consideration of the appropriateness of compensatory services for any possible failures to implement the Student’s Section 504 plan; possible failures to give the Student his award during an honor roll ceremony because of his disability; possible failures to respond appropriately to disability harassment against the Student; and possible failures to respond appropriately to sexual harassment, as identified in 08-17-1481. The Academy will ensure that the Section 504 team meeting is a team of persons knowledgeable about the Student, the evaluation data, and the placement options. The Academy will take reasonable steps to obtain parental participation in the meeting, including communicating through multiple methods, if necessary (phone, writing, email), and ensuring that the meeting is held at a time and place convenient to the parents. The Academy will provide the Student’s parents with a meaningful opportunity to provide input into these determinations, notice of the determinations made, and notice of the procedural safeguards available to them under 34 C.F.R. § 104.36, including their right to challenge such determinations through an impartial due process hearing should they disagree.

**REPORTING REQUIREMENT:** Within thirty (30) calendar days of the execution of this Resolution Agreement, the Academy will submit to OCR documentation showing implementation of Paragraph 1, including a copy of any meeting minutes, meeting notices, documentation of any input provided by the Student’s parents and showing that procedural safeguards were provided to them, and any other documentation relevant to the determinations reached in accordance with Paragraph 1. OCR will review the documentation

submitted to ensure that the Academy met the procedural requirements of the regulation implementing Section 504, at 34 C.F.R. §§ 104.34, 104.35 and 104.36, in making these determinations, and notify the Academy when it has completed this review.

2. If the Section 504 team determined that the Student is entitled to reasonable compensatory services, the Academy will take steps to provide services.

**REPORTING REQUIREMENT:** Within ninety (90) calendar days of the implementation of the requirements in Paragraph 1, the Academy will provide documentation to OCR of the dates, times, and locations that the compensatory education or other remedial services were provided to the Student, including the name(s) and title(s) of the service provider(s) and will provide OCR documentation demonstrating that it has provided all of the education or services. If the 504 team determined that no compensatory education or other remedial services were necessary, the Academy will provide a written explanation of the reasons for that determination, along with any supporting documentation.

3. The Academy will provide training to staff members at Imagine Classical Academy in Colorado Springs, Colorado, who have responsibility for conducting investigations or supervising investigators regarding the prevention of and response to possible sexual harassment. This training will include a review of the Academy's Title IX policies and procedures, including specific guidance on what conduct constitutes sexual harassment and the Academy's responsibility for responding to such harassment.

**REPORTING REQUIREMENT:**

- a. Within thirty (30) calendar days of the execution of this Agreement, the Academy will provide a draft training plan to OCR for review and approval that includes the training materials and identifies the trainer(s) and their credentials for providing the proposed training.
  - b. Within sixty (60) calendar days of receiving OCR's approval of the training materials and the trainer(s), the Academy will notify OCR that it has provided the requisite training, including a description of the content covered, who provided the training, and who participated.
4. The Academy will provide training to staff members at Imagine Classical Academy in Colorado Springs, Colorado, who have responsibility for ensuring compliance with Section 504, including teachers. This training will include a review of the Academy's Section 504 policies and procedures, including specific guidance on the Academy's responsibility to implement Section 504 plans and IEPs. The training also will include what conduct constitutes disability harassment and the Academy's responsibility for responding to such harassment.

REPORTING REQUIREMENT:

- c. Within thirty (30) calendar days of the execution of this Agreement, the Academy will provide a draft training plan to OCR for review and approval that includes the training materials and identifies the trainer(s) and their credentials for providing the proposed training.
- d. Within sixty (60) calendar days of receiving OCR’s approval of the training materials and the trainer(s), the Academy will notify OCR that it has provided the requisite training, including a description of the content covered, who provided the training, and who participated.

The Academy 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 Academy understands that during the monitoring of the Agreement, if necessary, OCR may visit the Academy, interview Academy employees and students, and request such additional reports or data as are necessary for OCR to determine whether the Academy has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Act; and Title IX of the Education Amendments of 1972, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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

For Imagine Classical Academy:

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 /s/ Principal Frank Fowler

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 03/05/2018  
 Date

For Falcon School District 49:

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 /s/ Superintendent Andy Franko

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 03/05/2018  
 Date