

Resolution Agreement
Lewis-Palmer School District (Monument Academy)
OCR Case Number 08-19-1020

- A. Recitals: The U.S. Department of Education, Office for Civil Rights (OCR), the Lewis-Palmer School District (District) and Monument Academy (Academy), enter into this agreement (“Agreement”) to resolve the allegations in the above-referenced complaint filed by Complainant (“Complainant”) on behalf of her child (“Student”). For purposes of this Agreement, the District and the School are occasionally referred to as “Parties”. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District or the Academy.
- B. The Complainant alleged that the District and the Academy discriminated against the Student on the basis of disability by failing to evaluate the Student for special education and related services in a timely manner, and failing to provide the Complainant with procedural due process rights (“allegations”).
- C. Agreement: Parties 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 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.
- D. The Parties fulfilled and resolved the allegation of the failure to provide parents procedural due process rights in the Resolution Agreement in OCR case number 08-19-1021. The Parties signed Resolution Agreement in OCR case number 08-19-1021 on January 4, 2019.

Action Item 1

- a. The Academy will conduct an IEP meeting for the Student on January 10, 2019.
- b. If the Student’s IEP team determines that the Student qualifies for special education and/or related services, the team will also consider whether, and if applicable, the nature and amount of compensatory educational services for the Student to compensate for any educational losses resulting from the Academy’s alleged actions from Spring 2017. If compensatory services are deemed appropriate, these compensatory services will be identified and scheduled separately from any services identified in the IEP, and will be communicated in writing to the parent and maintained with Student’s educational record.
- c. If the IEP team determines the Student not eligible under the IDEA, the District agrees to immediately within the same meeting or promptly thereafter, assemble a Section 504 team and determine whether the student is eligible as a student with a disability under Section 504. If the Student is eligible under Section 504, the team will address the compensatory education services identified in Action Item 1.b.

Reporting Requirement for Action Item 1

By **January 20, 2019**, the Academy will provide OCR with a report documenting the results of the January 10, 2019 IEP/Section 504 meeting and, if applicable the Section 504 meeting, including a copy of any IEP or Section 504 Plan, meeting notes, including the compensatory education concern, and confirmation that the Complainant was provided procedural protection rights, as appropriate.

Action Item 2

By **January 20, 2019**, the Academy will provide OCR, for review and approval, draft training materials for staff and administration at Monument Academy. Parties agree that these training materials will address the requirements of and differences between RTI, Section 504 Plans and IEPs and how they apply to students with disabilities. The training will also discuss parents' right to request an evaluation for a student and appropriate responses under Section 504 and the IDEA. The District and Academy will also provide OCR the name and curriculum vitae of the purposed trainer for our approval.

OCR will provide the Academy feedback and suggested edits, if necessary, to the training materials. Academy agrees to adjust training materials in accordance with feedback provided by OCR until OCR approves the training material.

Action Item 2.1

Within 10 days of OCR's approval of the training materials, and trainer, the Academy will provide the training to staff and administration at Monument Academy.

Reporting Requirement for Action Items 2 and 2.1

Within **5 days** of providing the training in Action Item 2.1, the Academy will provide OCR with written verification that the training has taken place. The written documentation will include a sign-in sheet that includes the title of the training subject matter, names, titles, training date and signatures of participants.

- E. The Parties understand that by signing this Agreement, each Party agrees to provide data and other information in a timely manner in accordance with the requirements of this Agreement.
- F. Further, the Parties understand that during the monitoring of this Agreement, if necessary, OCR may visit the Academy, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Academy and the District have fulfilled the terms of this Agreement and are in compliance with the regulations implementing Section 504 and Title II, at 34 C.F.R. §§ 104.61, which incorporates the Title VI regulation at 34 C.F.R. § 100.7(e), and the Title II regulation at 28 C.F.R. § 35.134, which were at issue in this case.
- G. The Parties understand that OCR will not close the monitoring of this Agreement until OCR determines that the Academy has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, at 34 C.F.R. §§

104.61, which incorporates the Title VI regulation at 34 C.F.R. § 100.7(e), and the Title II regulation at 28 C.F.R. § 35.134.

- H. The District and the Academy 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. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the Academy and District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.
- I. This Agreement will become effective immediately upon the signature of the District's and Academy's representatives below.

/s/

1/7/18

For the Lewis-Palmer School District
Karen Brofft
Superintendent

Date

/s/

1/7/18

For Monument Academy
Dr. Don Griffin
Executive Director

Date