

## **Resolution Agreement**

### **Poudre School District OCR Case Number 08-19-1133**

The U. S. Department of Education, Office for Civil Rights (OCR) and the Poudre School District (District) 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. The District assures OCR that it will take the following actions to comply with 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.

To resolve the issues of this investigation, the District agrees to take the following actions.

#### **Staff Training**

- I. Within sixty (60) calendar days of signing the Agreement the District will submit to OCR for review and approval:
  - a. Draft materials to train staff and administrators at XX (School) on:
    - i. identifying students who need or are believed to need special education or related services;
    - ii. the legal requirement to provide a free appropriate public education (FAPE) to students with disabilities;
    - iii. standards and procedures for Section 504 evaluations and placements, including that placement decisions cannot be unilaterally decided and must be made by a properly constituted team knowledgeable about the Student and his individual needs, and in consideration of a variety of sources (including prior evaluations and Section 504 Plans);
    - iv. procedures to ensure the information obtained from all such sources (including information from parents and guardians) is documented and carefully considered;
    - v. standards and procedures for drafting Section 504 plans; and
    - vi. providing parents and guardians with their procedural safeguards.
  - b. The name(s), title(s) or position(s), and qualifications of one or more proposed individuals to provide the training to the School's staff and administrators.
- II. Within thirty (30) calendar days of receiving OCR's final approval of the materials and trainer(s), the District will provide the training to all School staff and administrators.
- III. Within thirty (30) calendar days of the training being provided, the District will provide to OCR:
  - c. the date, time, and location of the training;
  - d. confirmation that the approved trainer(s) delivered the training;

- e. the agenda and materials from the training;
- f. the names and titles of all staff who attended the training; and
- g. the name(s) and title(s) of all staff who were required to attend the training pursuant to Term II, but who did not attend the training, an explanation for each person's absence, and any make-up dates for the training.

### **Evaluation**

- IV. Within twenty (20) calendar days of this Agreement being signed, the District will provide to OCR a draft letter from the School, addressed to the Complainant, offering the Complainant:
  - a. invitation to reenroll the Student in the School; and
  - b. a commitment to evaluate the Student to determine whether he needs an Individual Education Program or Section 504 plan.
  
- V. The letter will specify:
  - a. the School's commitment to provide the Student with a timely FAPE should he reenroll in the School;
  - b. that, if the Complainant responds to the offer, the response must be in writing;
  - c. that the Complainant may provide her consent to evaluate in her response;
  - d. that the School will reasonably determine the initial class/grade level of the child at enrollment based on true chronological age, past school history, and any other relevant information. If the parent objects to such assignment, the District will review the assignment and determine if it is appropriate. The District's determination of the appropriate class/grade will be final.
  - e. the name, title or position, phone number, mailing address, and email address for the person to whom the Complainant shall direct her response, if any;
  - f. notice of the Complainant's procedural safeguards, as required by 34 C.F.R. Section 104.36; and
  - g. that the Complainant has sixty (60) calendar days to respond to the offer.
  
- VI. The District will promptly and fully address OCR's feedback, if any, until the District receives OCR's final approval of the letter.
  
- VII. Within ten (10) calendar days of receiving OCR's final approval of the letter, the District will send the approved letter to the Complainant and OCR. The letter may be sent via email or certified mail.
  
- VIII. If the Complainant does not respond to the offer within the specified sixty (60) calendar days, the District will notify OCR within seventy (70) calendar days of the date the letter was sent. If the Complainant does respond within sixty (60) calendar days, the District will provide OCR with a copy of the response within five (5) calendar days of the School receiving the response.
  
- IX. If the Complainant accepts the School's offer, the School will, within thirty (30) calendar days of receiving the Complainant's acceptance:
  - a. provide OCR with documentation that indicates that the Student has reenrolled at the School;

- b. provide OCR with documentation that indicates that it has initiated a special education evaluation.
- X. The District will notify OCR within five days (5) of completing the special education evaluation and special education eligibility determination contemplated in paragraph IX. If the Student is not found eligible for an Individualized Education Program (“IEP”), the School shall convene a 504 team to determine whether the Student is eligible for services under Section 504. The District will submit a copy of all evaluation and placement determination documentation to OCR. If the Student is found eligible for an IEP or Section 504 plan, the District will also submit either the IEP or Section 504 plan.<sup>1</sup>

The 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 District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview 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 Title II. 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 this Agreement, OCR shall give the 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 District’s representative below.

**For the District:**

/s/  
\_\_\_\_\_  
Todd Lambert, Assistant Superintendent

6/25/2019  
\_\_\_\_\_  
Date

<sup>1</sup> OCR does not and cannot substitute its judgment for that of the educators in making educational decisions. OCR will, however, review the documents to ensure that they met the procedural requirements of 34 CFR §104.33 - §104.36.