

## RESOLUTION AGREEMENT

### Falcon School District 49 OCR Case Number 08-19-1181

Falcon School District 49 (“District”) 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 District. The District assures the Office for Civil Rights (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 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. Section 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.

#### TERM I: TRAINING STAFF

The District will train all administrators, counselors, and special education staff at Rocky Mountain Classical Academy (RMCA), all District school psychologists, and all District central office special education staff regarding:

- providing students with disabilities a free appropriate public education (FAPE);
- “Child Find” obligations;
- evaluations of students who, because of disability, need or are believed to need special education or related services, including, but not limited to, timing;
- placement of students with disabilities;
- manifestation determinations, including, but not limited to, timing and considerations; and
- discriminatory different treatment of students with disabilities, including, but not limited to, admissions and enrollment.

**Reporting Requirement A:** Within thirty (30) calendar days of this Agreement being signed, the District will submit to OCR for review and approval:

- draft training materials;
- the name(s), title(s) or position(s), and qualifications of one or more qualified individuals to provide the training; and
- a list of proposed individuals to be trained, including each person’s name and title/position.

The District will promptly and fully address OCR’s feedback, if any, until the District receive OCR’s final approval of the training materials, trainer(s), and list of trainees.

**Reporting Requirement B:** Within sixty (60) calendar days of receiving OCR’s final approval of the training materials, trainer(s), and list of trainees, the District will provide the training to all staff specified on the approved list of trainees.

**Reporting Requirement C:** Within fifteen (15) calendar days of the training being provided, the District will provide to OCR:

- the date, time, and location of the training; confirmation that the approved trainer(s) delivered the training;
- confirmation that the approved materials were used at the training;
- the names and titles/positions of all staff who attended the training; and
- the name(s) and title(s)/position(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).

The District will promptly and fully address OCR's feedback, if any, until OCR notifies the District that no further reporting is required for Term I.

#### TERM II: OFFERING RE-ENROLLMENT TO THE STUDENT

The District will invite the Complainant to re-enroll the Student in the District for the 2019-2020 school year (SY), and if the Complainant accepts the invitation, the District will re-enroll the Student.

**Reporting Requirement A:** Within ten (10) calendar days of this Agreement being signed, the District will invite, in writing, the Complainant to re-enroll the Student in the District for the 2019-2020 school year (SY). The District will give the Complainant at least fifteen (15) calendar days to respond to the invitation. The District will copy OCR on the invitation. The District will promptly and fully address OCR's feedback, if any.

**Reporting Requirement B:** Within thirty (30) calendar days of this Agreement being signed, the District will notify OCR, in writing, whether the Complainant: (a) did not respond to the invitation; (b) declined the invitation; or (c) accepted the invitation. The District will also provide OCR with a copy of the Complainant's response, if one was provided. The District will promptly and fully address OCR's feedback, if any.

**Conditional Reporting Requirement C:** *If the Complainant accepts the District's invitation by the deadline*, then the District will, within twenty (20) calendar days of the acceptance:

- enroll the Student;
- convene a group of persons who are knowledgeable about the child and the placement options, including the Complainant, to discuss the Student's placement; and
- notify OCR, in writing, of the placement decision, the rationale for the placement decision, and the Complainant's perspective about the decision.

The District will promptly and fully address OCR's feedback, if any, until OCR notifies the District that no further reporting is required for Term II.

#### CONDITIONAL TERM III: DISCUSSING COMPENSATORY SERVICES

*If the Complainant accepts the District's invitation to re-enroll the Student in the District*, then the District will convene a meeting to discuss whether compensatory services or other remedial measures

are owed to the Student for any denial of FAPE during the 2018-2019 SY, and if so, to also develop a plan for the District to provide the services.

**Conditional Reporting Requirement A:** *If the Complainant accepts the District's officer to re-enroll the Student*, then within twenty (20) calendar days of the acceptance, the District will convene a group of persons who are knowledgeable about the child and the placement options, including the Complainant, to discuss whether compensatory services or other remedial measures are owed to the Student. If the group decides that compensatory services or other remedial measures are owed to the Student, the group will then: (a) assess the type and amount of compensatory services or remedial measures owed; and (b) develop a plan for delivering the compensatory services or remedial measures owed, including specific timelines for implementation and the person(s) responsible for overseeing full and timely implementation of the plan. Then, within thirty (30) calendar days of the acceptance, the District will provide to OCR:

- all communications with the Complainant regarding the meeting; and
- notes or minutes from the meeting showing the perspectives shared, information considered, and decisions made; and, if applicable.

*If a plan is created at the meeting*, the District will also provide to OCR, within thirty (30) calendar days of the acceptance:

- a copy of the plan; and
- documentation showing that a copy of the plan created at the meeting was provided to the Complainant.

The District will promptly and fully address OCR's concerns, if any, until the plan is approved by OCR.<sup>1</sup>

**Conditional Reporting Requirement B:** *If the Complainant accepts the District's officer to re-enroll the Student and if a compensatory services or remedial measures plan is created*, then the District will, within sixty (60) calendar days of receiving OCR's final approval of the plan, submit to OCR documentation showing that the District has provided or is in the process of providing the compensatory services or remedial measures.<sup>2</sup>

The District will promptly and fully address OCR's feedback, if any, until OCR notifies the District that no further reporting is required for Term III.

The District agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. The District understands and acknowledges that:

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<sup>1</sup> Except in extraordinary circumstances, OCR does not typically substitute its judgment for the decisions made by a group that is properly constituted and that takes appropriate actions in light of the requirements of due process. In the event that the group proposes compensatory services or remedial actions, and those actions are clearly insufficient to provide equitable relief to the Student, OCR will notify the District of its concerns, and the District will consider and respond to any feedback from OCR with respect to the proposed compensatory services or remedial measures.

<sup>2</sup> This case will remain in monitoring until all compensatory services or remedial measures (if any) have been provided, or until the District provides an explanation acceptable to OCR for why the services cannot be provided.

- 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, Title II, and their implementing regulations.
- OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement, and that the District is in compliance with the regulations implementing Section 504 and Title II.
- 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 District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Upon completion of the obligations under this Agreement, OCR will close this case.

**For Falcon School District 49:**

/s/ \_\_\_\_\_  
Dr. Nancy Lemmond  
Executive Director of Individualized Education

July 19, 2019 \_\_\_\_\_  
Date