



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

1244 SPEER BLVD., SUITE 310
DENVER, CO 80204-3582

REGION VIII

ARIZONA
COLORADO
NEW MEXICO
UTAH
WYOMING

RESOLUTION AGREEMENT

Caprock Academy
OCR Case Number: 08-21-1091

The Caprock Academy (Academy or Recipient) voluntarily enters this Resolution Agreement (Agreement) with the U.S. Department of Education (Department), Office for Civil Rights (OCR), Denver Office. The Recipient voluntarily agrees 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. § 794, and its implementing regulations at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulations at 28 C.F.R. Part 35, and to resolve the Complainant's allegations. This Agreement does not constitute an admission by the Academy that it violated any law, that it discriminated against the Complainant, or that the Academy engaged in any wrongdoing. Prior to the completion of OCR's investigation, the Academy agreed to resolve the complaint. Accordingly, the Academy voluntarily agrees to take the following actions:

ACTION ITEMS & REPORTING REQUIREMENTS:

Action Item 1

No later than September 20, 2021, the Recipient will convene a meeting of a group of persons knowledgeable about the Student, as defined by Section 504, to review information from a variety of sources (which will be documented and carefully considered) to determine the following:

- What, if any, compensatory and/or remedial services the Student is entitled to as a result of any failure on the part of the Recipient to provide appropriate regular and/or special education or related services to the Student during the 2020-2021 school year;
- If the group determines that the Student requires compensatory and/or remedial services, the group will develop a plan for providing such services with a completion date not to extend beyond **November 19, 2021**.

Reporting Requirements for Action Item 1

A. **No later than September 30, 2021** the Recipient will submit to OCR documentation evidencing the provision of Action Item 1, including:

- i. A copy of the written notification sent to the Complainant concerning the date and time of the meeting, and proof of transmission to the Complainant (e.g., email chain, certified mail, and tracking receipt, etc.);
 - ii. A list of all participants in the meeting (including names, titles, role in the meeting);
 - iii. Records of all information considered during the meeting;
 - iv. Minutes or notes from the meeting, if any;
 - v. An explanation of the decisions made during the meeting; and
 - vi. A description of and schedule for any compensatory and/or remedial services (if any) determined appropriate for the Student. If the group determines that compensatory and/or remedial services are not required, the Recipient will indicate that in its report, including a description of why the group reached that decision.
- B. If compensatory and/or remedial services are deemed necessary, by November **30, 2021**, the Recipient will provide documentation to OCR demonstrating the provision of the above noted services, including:
- i. The date(s), time(s), and location(s) that compensatory and/or remedial services were provided;
 - ii. A description of what compensatory and/or remedial services were provided and how they were provided; and
 - iii. The name(s), title(s), and contact information (telephone numbers and email addresses) of the service provider(s).

Action Item 2

No later than September 30, 2021, the Recipient will provide the Student the option to redo assignments and tests and/or quizzes (Assignments) for his 2020-2021 science class (Class). This offer can be made via email to the Complainant and the Student and can provide a timeframe within which to make a decision in writing to the Academy. The timeframe must be at least two weeks from the date the offer is extended by the Academy. (I.e., the date the email is sent to the Student.) If the Student chooses to redo Assignments, the Academy will provide the Student with relevant notes and at least one week from the date the Student receives the notes to prepare. Once the Student completes Assignments, the Academy will recalculate the Student's grade for the Class using the highest available grade for redone Assignments (i.e., either the original grade or the grade earned from the redone Assignment).

Reporting Requirements for Action Item 2

- A. **No later than December 15, 2021**, the Recipient will provide the following to OCR:
- i. A copy of the email or letter offering the Student the option to redo Assignments for the Class.

- ii. A copy of the Student's written reply, choosing whether or not to redo Assignments.
- iii. If the Student chooses to redo assignments, documentation of the Student's recalculated grade.

Action Item 3

- A. **No later than November 30, 2021**, the Recipient will conduct training regarding its obligation under Section 504 and Title II (Training). The Training will include, but not be limited to, the following obligations under Section 504 and Title II:
- Provide a free appropriate public education (FAPE) to all qualified students with disabilities attending its schools;
 - To fully implement any individualized education program or Section 504 plan that has been developed for a qualified student with a disability.

Reporting Requirements for Action Item 3

- A. **Prior to the trainings required by Action Item 3 being held, and no later than September 30, 2021**, the Recipient will provide OCR, for review and approval, the following:
- i. A copy of the Training materials the Recipient will use (e.g., Power Point slides, discussion materials);
 - ii. The name, title, credentials, and contact information for the person(s) who created the Training materials and who will provide the Training.
- B. **No later than November 30, 2021**, the Recipient will provide OCR with detailed information regarding the training conducted pursuant to Action Item 3, including the following:
- i. A list of all personnel who completed the Training(s) (e.g., sign-in sheets) (List);
 - ii. Assurance that the List constitutes the entirety of the personnel required to attend the Training(s);
 - iii. The date(s) of the Training(s);
 - iv. A copy of the Training materials used; and
 - v. The name, title, credentials, and contact information of the person(s) who provided the Training.

The Recipient understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the Recipient understands that during the monitoring of the Agreement, if necessary, OCR may visit the recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the recipient has fulfilled the terms of the Agreement.

Upon the Recipient's satisfaction of the commitments made under the Agreement, OCR will close the case.

The Recipient understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

EXECUTION:

This Agreement will become effective immediately upon the signature of Caprock Academy's authorized representative below.

/s/

XXXXXXXXXX

Date