

RESOLUTION AGREEMENT
Colorado Charter School Institute and Academy of Arts and Knowledge
OCR Case 08-21-1214

Colorado Charter School Institute and Academy of Arts and Knowledge (“School”), collectively “Recipients,” enter into this Agreement to resolve an allegation in the above-referenced case. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the Recipients. The Recipients assure the U.S. Department of Education, Office for Civil Rights (OCR) that the Recipients 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, which prohibit discrimination based on disability by recipients of federal financial assistance; 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 based on disability by public entities.

Prior to OCR issuing a final determination pursuant to Section 303 of OCR’s *Case Processing Manual* (CPM), the Recipients agreed to resolve the issue in this case pursuant to Section 302 of the CPM. Accordingly, the Recipients agree to implement the following terms and reporting requirements.

TERM I: COMPENSATORY SERVICES AND REMEDIAL MEASURES

The School will offer, in writing, to the parents¹ of each student specified in the Appendix of this Agreement, to convene a team meeting to discuss, at a minimum:

- whether the student’s individualized education program (IEP) was implemented with fidelity throughout the 2020-2021 school year (SY); and if not,
- whether the School’s failure to implement the student’s IEP with fidelity resulted in the student not receiving a free appropriate public education (FAPE) during any part of the 2020-2021 SY; and if so,
- what compensatory services or other remedial measures (“Remedies”) the School will provide for the Student (at no cost to the Student or the Student’s parents).

The invitation will include:

- a copy of OCR’s Resolution Letter for this case;
- an explanation for the meeting;
- an agenda for the meeting;
- notice to the parents that they may invite others who are knowledgeable about the Student to the meeting; and
- notice to the parents that, to accept the offer, the parents must respond, in writing, within 30 calendar days of receiving the offer.

¹ For purposes of this Agreement, “parents” include guardians with educational decision-making authority.

The School will convene a team meeting for each student whose parents accept the School's offer in a timely manner. Each meeting will:

- take place within 20 calendar days of the parents' acceptance of the School's offer
- take place on a date, at a time, and at a location that is mutually convenient for the School and the parents;
- include a group of persons knowledgeable about the student, the meaning of the evaluation data, and the placement options;² and
- involve consideration of all relevant information, including input from the student's parents.

For each student whose parents accept the offer and whose team determines that the Student was not provided with a FAPE during the 2020-2021 SY, the student's team will create a plan to provide Remedies to the student. Each plan will include:

- the type(s) of Remedies to be provided;
- the amount(s) of Remedies to be provided;
- the name(s), title(s)/position(s), and employer(s) of the individual(s) who will provide the Remedies;
- the location³ where the Remedies will be provided;
- the schedule⁴ for the provision of the Remedies; and
- the name and title or position of the School staff member who will ultimately be responsible for the provision of Remedies as planned.

Within 10 calendar days of each meeting, the School will send to the student's parents:

- written notice of the determinations made at the meeting;
- a copy of the plan to provide Remedies, if any; and
- a copy of the School's procedural safeguards.

The School will implement plans to provide Remedies, if any, with fidelity.

Reporting Requirement A: Within 15 calendar days of this Agreement being signed, the School will submit to OCR a draft of the offer letter for each student. The School will promptly and fully address OCR's concerns, if any, until the School receives notification from OCR that no further reporting is required for Term I – Reporting Requirement A.

Reporting Requirement B: Within 10 calendar days of receiving notice from OCR that no further reporting is required for Term I – Reporting Requirement A, the School will:

- send the OCR-approved offer letters to the parents; and
- submit to OCR documentation showing that the letters were sent to the parents.⁵

² This group may be a properly constituted IEP team.

³ *e.g.*, the School, a student's home, etc.

⁴ *i.e.*, dates and times

⁵ *e.g.*, copying OCR on emails

The School will promptly and fully address OCR's concerns, if any, until the School receives notification from OCR that no further reporting is required for Term I – Reporting Requirement B.

Reporting Requirement C: Within 30 calendar days of sending the OCR-approved offer letters, the School will submit to OCR copies of all other communications⁶ with students' parents regarding the meetings. The School will promptly and fully address OCR's feedback, if any, until the School receives notification from OCR that no further reporting is required for Term I – Reporting Requirement C.

Reporting Requirement D: For each team meeting held, the School will submit to OCR, within 15 calendar days of the meeting:

- a list of all individuals who attended the meeting, including each individual's name and title/position; and
- a copy of minutes or notes from the meeting reflecting the information that the Team considered in reaching its decision.

If a team determines that no Remedies will be provided, the School will also submit to OCR a written explanation of the reasons for that determination and any supporting documentation. Alternatively, if a team determines that Remedies will be provided, the School will also submit to OCR a copy of the plan.

The School will promptly and fully address OCR's feedback, if any, until the School receives notification from OCR that no further reporting is required for Term I – Reporting Requirement D.⁷

Reporting Requirement E: For each plan created, the School will submit to OCR, within 90 calendar days of receiving notification from OCR that no further reporting is required for Term I – Reporting Requirement D, documentation demonstrating that the School has provided or is in the process of providing the Remedies detailed in the plan. The School will promptly and fully address OCR's feedback, if any, until OCR notifies the School that no further reporting is required for Term I – Reporting Requirement E or Term I.⁸

TERM II: STAFF TRAINING

The School will train staff⁹ about, at a minimum:

- Section 504's and Title II's prohibition on disability discrimination;
- the definition of FAPE;
- the School's duty to provide FAPE to students with disabilities, including implementation of students' IEPs; and
- OCR's guidance regarding COVID-19 and students with disabilities.

⁶ For purposes of this Agreement, "communications" include, but are not limited to, all emails, letters, text messages, electronic messages, notes, and forms.

⁷ Except in extraordinary circumstances, OCR does not typically substitute its judgment for the decisions made by an IEP team that is properly constituted and meets the procedural requirements of Section 504 and Title II.

⁸ This case will remain in monitoring until all Remedies (if any) have been provided.

⁹ For purposes of this Agreement, "staff" includes teachers, teacher assistants/aides, paraprofessionals, administrators, related services providers, psychologists, nurses, social workers, and counselors.

Reporting Requirement A: Within 30 calendar days of this Agreement being signed, the School 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;¹⁰ and
- a list of proposed individuals to be trained, including each person's name and title/position.

The School will promptly and fully address OCR's feedback, if any, until the School receives OCR's final approval of the training materials, trainer(s), and list of trainees, and notice that no further reporting is required for Term II – Reporting Requirement A.

Reporting Requirement B: Within 60 calendar days of OCR notifying the School that no further reporting is required for Term II – Reporting Requirement A, the School will provide the training to all staff specified on the approved list of trainees and then submit 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
- if applicable, 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 School will promptly and fully address OCR's feedback, if any, until OCR notifies the School that no further reporting is required for Term II – Reporting Requirement B.

UNDERSTANDINGS AND ACKNOWLEDGEMENTS

By signing this Agreement, the Recipients 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. Sections 100.9-10), or judicial proceedings to enforce this Agreement, OCR will give the Recipients written notice of the alleged breach and 60 calendar days to cure the alleged breach.
- The Recipients will provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement.
- During the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipients have fulfilled the terms of this Agreement and are in compliance with Section 504, Title II, and their implementing regulations.
- Upon completion of the obligations under this Agreement, OCR will close this case.

¹⁰ The School may request that OCR conduct the training.

For Colorado Charter School Institute:

/s/

Dr. Terry Croy Lewis, Executive Director

10/6/21

Date

For Academy of Arts and Knowledge:

/s/

Nichole Schlagel, Principal

10/6/21

Date

Appendix

1. [XXXX – name redacted – XXXX]
2. [XXXX – name redacted – XXXX]
3. [XXXX – name redacted – XXXX]
4. [XXXX – name redacted – XXXX]
5. [XXXX – name redacted – XXXX]
6. [XXXX – name redacted – XXXX]