

RESOLUTION AGREEMENT
Douglas County School District
American Academy – Lincoln Meadows Campus (Charter School)
OCR Case 08-21-1300

Douglas County School District (“District”) and American Academy – Lincoln Meadows Campus (“School”), collectively “Recipients,” enter into this Agreement to resolve allegations 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 School 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 issues in this case pursuant to Section 302 of the CPM. Accordingly, the District agrees to implement the following terms and reporting requirements.

TERM I: TEAM MEETING AND POSSIBLE COMPENSATORY SERVICES OR OTHER REMEDIAL MEASURES

Within 30 calendar days of this Agreement being signed, the School will convene a meeting, which will consist of a group of knowledgeable people (“Team”), including the Complainant, and who at a minimum will: (a) discuss whether the Student is owed compensatory services or other remedial measures (collectively, “Remedies”), at no cost to the Student or Complainant, as a result of any failure to implement the Student’s individualized education program (IEP) during spring of 2021;¹ and, if so, (b) the team will create a written plan (“Plan”) to provide Remedies to the Student.²

At least 15 calendar days prior to the meeting, the School will invite the Complainant, in writing, to attend the meeting and to notify the Complainant that she can: (a) invite other individuals who are knowledgeable about the Student to attend the meeting; and (b) share information and her perspective during the meeting. In the invitation, the School will, at a minimum, explain the purpose of the meeting and include an agenda. The School will document its invitation to the Complainant and any response(s) from the Complainant.

If the Complainant accepts the School’s offer to attend the meeting, the School will ensure that the meeting occurs at a date, time, and location that are mutually agreed upon by the School and Complainant.

¹ The Complainant alleged that School staff did not, as required by the Student’s IEP: (a) go through the Student’s desk; (b) provide the Student with accommodations; or (c) monitor the Student’s progress.

² Except in extraordinary circumstances, OCR does not substitute its judgment for the decisions made by the team that is properly constituted and that takes appropriate actions in light of the facts known to it and the requirements of due process.

The School will ensure that:

- the Team and meeting are consistent with the procedural requirements of Section 504;³
- the Team will meet even if the Complainant decides to not participate;
- the Team carefully considers all relevant information, including information provided by the Complainant, if she attends, and her invitees, if any; and
- any decisions made at the meeting reflect the judgment of the Team, not the judgment of a single individual.

The Plan, if one is created, will specify the:

- type(s) of Remedies to be provided;
- amount(s) of Remedies to be provided;
- name(s) and title(s)/position(s) of the individuals(s) who will be responsible for providing the Remedies;
- the location where the Remedies will be provided;
- the schedule for the provision of the Remedies; and
- the name and title/position of the person who will ultimately be responsible for the provision of the Remedies, as planned.

Within 10 calendar days after the meeting, the School will notify the Complainant, in writing, of the decisions made at the meeting and provide the Complainant with a copy of the Plan, if one is created, and applicable procedural safeguards.

The School will implement the Plan, if one is created, with fidelity.

Reporting Requirement A: Within 60 calendar days of this Agreement being signed, the School will submit to OCR:

- i. a copy of all communications⁴ between School staff and the Complainant related to the meeting, including documentation demonstrating that the Complainant:
 - a. was invited to participate in the meeting and had the opportunity to invite others to attend the meeting and to share information and her perspective during the meeting;
 - b. received a copy of the School's applicable procedural safeguards;
 - c. was notified of the Team's decisions made at the meeting; and
 - d. was notified of the Plan (if applicable);
- ii. a list of all individuals who attended the meeting, including each individual's name and title/position; and
- iii. a copy of minutes or notes from the meeting reflecting:
 - a. the information that the Team considered in reaching its decision; and
 - b. that the Team carefully considered input from persons knowledgeable about the topics specified in Term I.

³ *i.e.*, 34 C.F.R. §§ 104.35-36.

⁴ For purposes of this Agreement, "communications" include, but are not limited to, all emails, letters, text messages, electronic messages, and forms.

If the 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.

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

Reporting Requirement B (Conditional): If a Plan is 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 A, 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 Recipients that no further reporting is required for Term I – Reporting Requirement B or Term I.⁵

Term II – Harassment Investigation

The School will investigate whether, during spring 2021, the Student was harassed based on disability by her peers. The investigation will be thorough, impartial, and designed to reliably determine what occurred. To the extent that any or all instances of alleged bullying have already been investigated, the School will review those investigations to determine whether any constituted peer harassment and bullying (the "investigation review").

If the investigation or the investigative review reveals that the Student's peers harassed her based on disability, the School will take prompt and effective steps that are reasonably calculated to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring (including taking any warranted disciplinary action).

Reporting Requirement A – Within 30 calendar days of this Agreement being signed, the School will submit to OCR:

- i. the name(s), title(s) or position(s), and qualifications of the individual(s) who conducted the investigation or investigation review;
- ii. a description of the investigation or investigation review;
- iii. copies of records from the investigation or investigation review;⁶
- iv. the determination regarding whether harassment occurred, and if so, the determination regarding whether the harassment was disability-based; and
- v. if the School determined that the Student's peers harassed her based disability, a plan that is reasonably calculated to end the harassment, eliminate any hostile environment and its effects, and prevent the harassment from recurring.

The School will promptly and fully address OCR's feedback, if any, until the Recipients receive notification from OCR that no further reporting is required for Term II – Reporting Requirement A.

(Conditional) Reporting Requirement B – If the School determines that the Student's peers harassed her based on disability, the School will, within 30 calendar days of receiving OCR's notification that no

⁵ This case will remain in monitoring until all compensatory services or remedial measures (if any) have been provided.

⁶ e.g., records reviewed, witness statements, interview notes, recordings reviewed, etc.

further reporting is required for Term II – Reporting Requirement A, submit a report, including supporting documentation, on implementation of the plan created pursuant to Term II – Reporting Requirement A. The School will promptly and fully address OCR’s feedback, if any, until the Recipients receive notification from OCR that no further reporting is required for Term II.

TERM III – Training Memorandum: The School will disseminate a training memorandum (“Memo”) to all School staff regarding:

- A. Section 504’s and Title II’s prohibition on discrimination based on disability;
- B. the School’s obligation to provide students with disabilities a free appropriate public education (FAPE), including implementation of students’ Section 504 plans and IEPs; and
- C. student-on-student, disability-based harassment.

Reporting Requirement A – Within 30 calendar days of this Agreement being signed, the School will submit to OCR a draft of the Memo. The School will promptly and fully address OCR’s feedback, if any, until the Recipients receive notification from OCR that the Memo is approved and no further reporting is required for Term III – Reporting Requirement A.

Reporting Requirement B – Within 15 calendar days of receiving notice from OCR that the Memo is approved and no further reporting is required for Term III – Reporting Requirement A, the School will submit to OCR documentation showing that Memo was disseminated as required by Term III.⁷ The School will promptly and fully address OCR’s concerns, if any, until the Recipient receive notification from OCR that no further reporting is required for Term III.

UNDERSTANDINGS AND ACKNOWLEDGEMENTS

By signing this Agreement, the Recipients 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. 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 is in compliance with Section 504, Title II, and their implementing regulations.
- Upon completion of the obligations under this Agreement, OCR will close this case.

⁷ *e.g.*, a copy of an email that shows all recipients and attachments; or a list of all School staff with signatures (and dates) attesting to receipt of the Memo.

For the District:

/s/
Corey Wise, Superintendent

9/9/21
Date

For the School:

/s/
Erin Kane, Executive Director of Schools

9/3/21
Date