

RESOLUTION AGREEMENT

Steamboat Springs School District Re-2 (08-22-1175)

Steamboat Springs School District Re-2 (“District”) enters into this Agreement to resolve an allegation and compliance concern in the above-referenced case. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District assures the U.S. Department of Education (“Department”), 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, which prohibit discrimination on the basis of disability by recipients of federal financial assistance from the Department; 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 public entities.

Prior to OCR issuing a final determination pursuant to Section 303 of OCR’s *Case Processing Manual* (CPM), the District agreed to resolve issues in these cases pursuant to Section 302 of the CPM. Accordingly, to resolve the issues, the District agrees to implement the following terms and reporting requirements.

Term I: Plan to Provide Adequate Staffing for Students with Disabilities at Steamboat Springs High School (“School”) during the 2022-2023 School Year (SY)

The District will develop and implement a written plan to provide adequate staffing for students with disabilities at the School during the 2022-2023 SY. The plan will include, at a minimum:

- an analysis of the numbers and types of staff (*e.g.*, special education teachers, related services providers, paraprofessionals, etc.) needed to provide a free appropriate public education (FAPE) to each student with a disability at the School; and
- detailed plan to recruit, hire, and retain needed staff for students with disabilities at the School.

Reporting Requirement A: By June 15, 2022, the District will submit to OCR a draft of the plan. The District will promptly and fully address OCR’s feedback until the District receives notification from OCR that no further reporting is required for Reporting Requirement A.

Reporting Requirement B: By September 15, 2022, the District will submit to OCR an update on implementation of the plan. The update, will include, at a minimum:

- a list of all special education teachers, related service providers, paraprofessionals, and other staff for students with disabilities at the School, including, for each staff member, full name, title or position, assigned school(s), schedule at the School (full-time or specific part-time hours), and a description of duties or responsibilities; and
- a description of any staff shortages at the School and the District’s plan to address any such shortages.

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

Term II: Compensatory Services and Remedial Measures

Within 10 school days of this Agreement being signed, the District will offer, in writing (*i.e.*, by email or certified mail), to the parent of each student in the School's substantial needs classroom during the 2021-2022 SY an opportunity to have a team meeting to discuss whether the student was denied a free appropriate public education (FAPE) as a result of paraprofessional staffing at the School, and if so, to develop a plan for the District to provide the student with compensatory services or other remedial measures.¹ In the offer, the District will:

- explain the purposes of the meeting;
- provide the name, title, phone number, and email address for a qualified District staff member who will respond in a timely manner to any questions or concerns about the offer;
- instruct the parent on how he or she may accept the offer;
- notify the parent that to accept the offer the parent must respond within 14 calendar days;
- notify the parent that, if he or she accepts the offer, he or she will be able to attend the meeting and the team will carefully consider the parent's input; and
- notify the parent that, if he or she accepts the offer, a team meeting will be scheduled at a mutually agreeable time and location.

For each parent who accepts the District's offer to hold a team meeting, if any, the District will convene a team meeting on or before June 3, 2022. Each meeting will be scheduled at a mutually agreeable time and location. At each meeting, the student's team will:

- include a group of persons, including persons knowledgeable about the child, the meaning of the evaluation data, and the placement options;²
- discuss, at a minimum, whether the student was denied a FAPE during the 2021-2022 SY as a result of paraprofessional staffing; and
- carefully consider all relevant information, including the parent's input, the Student's individualized education program (IEP) or IEPs in place during the 2021-2022 SY, and paraprofessional staffing at the School throughout the 2021-2022 SY.

If a team determines that the student was denied a FAPE, the team will then create a plan to provide compensatory services and/or other remedial measures ("remedies") to the student, at no cost to the student or the student's parent. Each plan will include the:

- type(s) of remedies to be provided;
- amount(s) of remedies to be provided;
- name, title or position, and employer of the person who will provide each type of remedy;
- location where the remedies will be provided;
- schedule for the provision of the remedies (*i.e.*, dates and times); and
- name, title or position, and employer of the person who will ultimately be responsible for the provision of remedies as planned.

¹ The Complainant in this case will be among the parents invited to have a meeting.

² This group may be a properly constituted IEP team.

Within 10 calendar days of each meeting, if any, the District will send to the student's parent:

- written notice of the determinations made at the meeting;
- a copy of the plan to deliver remedies, if any; and
- a copy of the District's procedural safeguards.

The District will implement plans to deliver remedies, if any, with fidelity.

Reporting Requirement A: Within 15 calendar days of this Agreement being signed, the District will submit to OCR:

- a list of all students who were in the significant needs classroom during the 2021-2022 SY; and
- a copy of the meeting offer sent to each student's parent.

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

Reporting Requirement B: Within 30 calendar days of this Agreement being signed, the District will submit to OCR:

- all correspondence with parents regarding the meeting; and
- the date, time, location, and student's name for each meeting scheduled, if any.

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

Conditional Reporting Requirement C: If any parents accept the offer to have a meeting, then within 75 calendar days of this Agreement being signed, the District will submit to OCR for each meeting:

- copies of all communications with the parent not already provided for Reporting Requirements A and B;
- a copy of the written notice of the determinations made at the meeting that was sent to the parent;
- copies of the records from the meeting showing the perspectives shared, information considered, and decisions made (including copies of relevant portions of the student's IEP); and
- the plan for remedies created at the meeting, if one was created, or if the team determines that no remedies will be provided, a written explanation of the reasons for that determination, along with any supporting documentation.

OCR will review the documentation submitted to ensure that the District met the procedural requirements of Section 504, at 34 C.F.R. §§ 104.34-36, in making these determinations.³

³ 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.

The District will promptly and fully address OCR’s concerns, if any, until the District receives notification from OCR that no further reporting is required for Reporting Requirement C.

Reporting Requirement D: For any students for whom a plan for remedies is created, the District will submit to OCR, within 90 calendar days of receiving notification from OCR that no further reporting is required for Reporting Requirement C, documentation showing that the District has provided or is in the process of providing the remedies.⁴ The District will promptly and fully address OCR’s feedback, if any, until OCR notifies the District that no further reporting is required for Reporting Requirement D or Term II.

Understandings and Acknowledgments

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. Sections 100.9-10), or judicial proceedings to enforce this Agreement, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.
- By signing this Agreement, the District agrees to 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 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 are in compliance with Section 504, Title II, and their implementing regulations.
- The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 and Title II and their implementing regulations – 34 C.F.R. Part 104 and 28 C.F.R. Part 35, respectively – which were at issue in this case.

For the District:

/s/
Dr. Brad Meeks, Superintendent

4/12/22
Date

⁴ This case will remain in monitoring until all remedies (if any) have been provided.