

RESOLUTION AGREEMENT
Colorado Charter School Institute and Coperni 2
OCR Case 08-22-1596

Colorado Charter School Institute (Institute) and Third Future Schools – Coperni 2 campus (School), collectively “Recipients,” agree to implement this Resolution Agreement (Agreement) to resolve the violation identified by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), and their implementing regulations, in the above-referenced OCR case. The Recipients assure OCR that they will take the following actions to comply with the requirements of Section 504 and Title II.

In this case, OCR found, by a preponderance of the evidence, that the School, prior to finalizing the Student’s enrollment: (a) impermissibly inquired about the Student’s disability; and (b) counseled the Complainant out of enrolling the Student in the School because of the Student’s disability or disability-related needs.

TERM I – ENROLLMENT OF THE STUDENT

The School will invite, in writing, the Complainant to immediately enroll the Student in the School, subject to the Complainant completing all of the required steps to which all incoming students are subject.¹ The invitation will: (a) notify the Complainant that, to accept the offer, she must respond and accept the offer, in writing, within 15 calendar days and complete the required steps, applicable to all incoming students, to finalize the Student’s enrollment; and (b) include the name, title or position, phone number, and email address of the qualified School employee to whom the Complainant may direct questions and must respond to accept the invitation. If the Complainant accepts the School’s offer to enroll the Student, then upon the Complainant’s completion of the required steps applicable to all students to enroll the Student in the School, the School will immediately enroll the Student. If the Student has an individualized education program (IEP), the School will follow all applicable requirements for determining if the School is the appropriate setting for meeting the Student’s placement needs and providing a free appropriate public education (FAPE).

Reporting Requirement A: Within 10 calendar days of this Agreement being signed, the School will submit to OCR for review a draft of the invitation. The School will promptly and fully address OCR’s feedback, if any, until OCR notifies the School that the invitation is approved.

Reporting Requirement B: Within 10 calendar days of receiving OCR’s approval of the invitation pursuant to Reporting Requirement A, the School will email the approved invitation to the Complainant, and copy OCR on the correspondence. The School will promptly and fully

¹ The required steps for the Complainant will be the same steps that all parents and guardians must complete. The first required step for the Complainant will be to complete the School’s online registration form. After the School offers the Student a seat at the School, the Complainant will then need to submit records for the Student and a completed hard copy registration packet. The School will not deny the Student admission or enrollment on the basis of disability.

address OCR’s feedback, if any, until OCR notifies the School that no further reporting is required for Reporting Requirement B.

Reporting Requirement C: Within 30 calendar days of sending the invitation to the Complainant, the School will submit to OCR for review a copy of all subsequent communications with the Complainant regarding enrollment of the Student.² Additionally, if the Complainant accepts the invitation, the School will submit to OCR a copy of the Student’s enrollment paperwork. The School will promptly and fully address OCR’s feedback, if any, until OCR notifies the School that no further reporting is required for Reporting Requirement C.

TERM II – REVIEW AND REVISION OF POLICIES AND PROCEDURES

The School will review and revise its policies and procedures to ensure that it does not discriminate on the basis of disability in recruitment, applications, admissions, and enrollment. Then, the School will disseminate the revised policies and procedures by, at a minimum: (a) emailing them to all School employees; (b) posting a link to them on the School’s website, including on the enrollment “Frequently Asked Questions,” “Enrollment Policy,” “Enroll Now,” and “Enrollment Packet.” webpages; and (c) including a link to them in application acknowledgement emails to parents and guardians.

Reporting Requirement D: Within 30 calendar days of this Agreement being signed, the School will submit to OCR for review and approval a draft of the revised policies and procedures. The draft will indicate what changes were made to existing policies and procedures. The School will promptly and fully address OCR’s feedback, if any, until the School receives OCR’s final approval of policies and procedures.

Reporting Requirement E: Within 20 calendar days of receiving OCR’s final approval of the policies and procedures, the School will: (a) disseminate the approved policies and procedures as required by Term II; and (b) submit to OCR documentation (e.g., a copy of an email showing the list of recipients and the attachments, hyperlinks, screenshots, etc.) showing that the approved policies and procedures were disseminated as required by Term II. The School will promptly and fully address OCR’s feedback, if any, until OCR notifies the School that no further reporting is required for Reporting Requirement E.

TERM III – EMPLOYEE TRAINING

The School will train all relevant employees about, at a minimum:

- Section 504’s and Title II’s prohibition on discrimination against students on the basis of disability, including by public charter schools;³
- the application of Section 504’s and Title II’s nondiscrimination requirements to all of the School’s activities related to recruitment, applications, admissions, and enrollment;

² For purposes of this Agreement, “communications” include, but are not limited to, all emails, letters, text messages, electronic messages, and forms.

³ See U.S. Dept. of Educ., Office for Civil Rights, “Parent and Educator Resource Guide to Section 504,” Dec. 2016, available at <https://www2.ed.gov/about/offices/list/ocr/docs/504-resource-guide-201612.pdf>.

- the policies and procedures approved pursuant to Term II;⁴ and
- how employees should handle disability-related inquiries and information (including records) during the recruitment, application, admissions, and enrollment processes.

Relevant employees will include, at a minimum:

- Third Future Schools' network office staff who consult with School employees and parents and guardians about recruitment, applications, admissions, and enrollment; and
- the School's principal, assistant principal, special education staff, and front office staff who interact with parents and guardians of prospective students.

Reporting Requirement F: Within 30 calendar days of OCR notifying the School that no additional reporting is required for Reporting Requirement E, 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; and
- a list of proposed individuals to be trained, including each person's name, title or position, and role(s) with respect to prospective students, parents, and guardians.

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.

Reporting Requirement G: Within 30 calendar days of receiving notice from OCR that no further reporting is required for Reporting Requirement F, the School will ensure that the approved trainer(s) conducts the training, using the approved materials, for all individuals on the approved list of trainees. The School will also 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 for the training;
- the names and titles or positions of all staff who attended the training; and
- if applicable, the name(s) and title(s) or 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 Reporting Requirement G.

⁴ See U.S. Dept. of Educ., Office for Civil Rights, "Frequently Asked Questions about the Rights of Students with Disabilities in Public Charter Schools under Section 504 of the Rehabilitation Act of 1973 Notice of Language Assistance," Dec. 2016, available at <https://www2.ed.gov/about/offices/list/ocr/docs/dcl-faq-201612-504-charter-school.pdf>.

GENERAL REQUIREMENTS

The Recipients understand that by signing this Agreement, the Recipients agree to provide the foregoing information in a timely manner in accordance with the reporting requirements 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. Further, the Recipients understand that OCR will not close the monitoring of this Agreement until OCR determines that the Recipients have demonstrated compliance with all the terms of this Agreement and are in compliance with Section 504, Title II, and their implementing regulations at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, respectively, which were at issue in this case.

The Recipients understand and acknowledge 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 will give the Recipients written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the Recipients' representatives below.

For the Institute:

/s/ _____ 1/6/23
Terry Croy Lewis, Executive Director Date

For Coperni 2:

/s/ _____ 1/6/23
Zach Craddock, Executive Director of Schools, Third Future Schools Date