



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

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REGION VIII
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March 8, 2018

Mr. Chris Gdowski, Superintendent
Adams County School District 12
1500 East 128th Avenue
Thornton, Colorado 80241-2602

Via email only to chris.gdowski@adams12.org

Re: Adams County School District 12
OCR Case Number: [REDACTED]

Dear Superintendent Gdowski:

On July 7, 2017, Adams County School District 12 ("District") and Stargate Charter School ("School") voluntarily entered into a Resolution Agreement ("Agreement") with the Office for Civil Rights (OCR) of the U.S. Department of Education ("Department") to resolve allegations raised under Title VI of the Civil Rights Act of 1964 ("Title VI"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Title II of the Americans with Disabilities Act of 1990 ("Title II"), and their implementing regulations, which prohibit discrimination on the bases of race, color, and national origin by recipients of Federal financial assistance from the Department, on the basis of disability by recipients of Federal financial assistance from the Department, and on the basis of disability by public entities, respectively. The District and School (collectively "Recipients") agreed to report to us on their progress regarding implementing the Agreement.

We received the School's most recent monitoring reports on February 23, 2018 and March 8, 2018. This letter summarizes the relevant provisions of the Agreement, the School's submissions, and our comments regarding next steps.

Term I: School Staff Training

In our December 7, 2017 monitoring letter, we notified the Recipients that Term I of the Agreement had been fulfilled and no further reporting was required.

Term II: Communication to School Staff

In our December 7, 2017 monitoring letter, we notified the Recipients that Term II of the Agreement had been fulfilled and no further reporting was required.

Term III: On-Going Monitoring

- A. *By January 31, 2018, the School will provide to OCR a report on all special education referrals (including both oral and written referrals, and referrals from both parents/guardians and staff) for evaluations made between July 15, 2017 and December 31, 2017. The report will include, at a minimum, for each referral:*
- i. *A copy of the referral (including the date of the referral) and any supporting documentation;*
 - ii. *A copy of records reflecting the decision about whether to evaluate the student for possible special education placement, the rationale for the decision, and who made the decision;*
 - iii. *A copy of the notice to the student's parent/guardian of the decision about whether to evaluate the student; and*
 - iv. *If the decision was made to evaluate the student, the date(s) that the evaluation was conducted.*
- B. *The School will promptly and fully address feedback from OCR.*
- C. *By June 30, 2018, the School will provide to OCR a report on all referrals for special education evaluations made between January 1, 2018 and May 31, 2018. The report will, at a minimum, include the content detailed in Term III(A) of this Agreement.*
- D. *The School will promptly and fully address feedback from OCR.*

In our February 14, 2018 monitoring letter, we notified the Recipients that Terms III(A) and III(B) had been fulfilled and no further reporting was required. Please remember to provide to OCR, by June 30, 2018, a report on all referrals for special education evaluations made between January 1, 2018 and May 31, 2018.

Term IV: Compensatory Services

- A. *Within thirty (30) calendar days of this Agreement being signed, the School will convene the [REDACTED] to determine whether the Student is entitled to compensatory services, including [REDACTED] as a result of the Student not receiving [REDACTED] during the 2016-2017 school year. In discussing possible compensatory services, the Team will consider, but its considerations are not limited to, the following issues: the School's failure to evaluate the Student in a timely manner, the School's failure to follow [REDACTED] that are mandated by Section 504 (including the failure to [REDACTED]), and the School's [REDACTED] of the Student.*
- i. *If the Team decides that the Student is entitled to compensatory services, the Team will then determine the type of services and number of hours of services, and develop a written plan for providing, within six months, those compensatory services to the Student. The School will promptly notify the Student's parents, in*

writing, of the compensatory services being offered, at no cost to the Student's parents, and the proposed, prompt initiation date of such services.

The Team meeting will be procedurally consistent with the requirements of 34 C.F.R. §§ 104.35 and 104.36. The School will ensure that: (a) any decisions reflect the judgment of the Team and not the judgment of a single individual; (b) the Student's parents are invited to the meeting; (c) the Student's parents are permitted to invite persons knowledgeable about the child to attend the meeting; (d) the Team carefully considers all information provided by the Student's parents and their invitees; and (e) the Team includes School employees who have knowledge of the matters being considered by the Team.

- B. Within thirty (30) calendar days of the meeting described in Part IV(A), the School will submit documentation to OCR that includes the following:*
- i. A list of the individuals who attended the meeting, and each individual's name, title or position, and role in the meeting;*
 - ii. Documentation of the School's invitation to the parents to attend the meeting and provide their input;*
 - iii. A copy or summary of the information the Team considered in reaching its determination regarding whether and what compensatory services are appropriate for the Student;*
 - iv. Notes from the meeting documenting that the Team carefully considered input from persons knowledgeable about the Student;*
 - v. Documentation of the Team's decisions regarding the type and number of hours of compensatory services that are appropriate for the Student and the bases for those decisions;*
 - vi. A plan for the prompt provision of compensatory services to the Student at no cost to the parents;*
 - vii. Documentation that the Student's parents were notified, in writing, of the compensatory services offered by the School; and*
 - i. Documentation that the School provided the Complainant with notice of the Student's rights and applicable procedural safeguards under Section 504 and Title II.*
- C. After OCR has reviewed and accepted the determinations of the [REDACTED], the School will take steps to implement the compensatory services, if any, agreed upon by the IEP Team.*
- D. Within six (6) months of the meeting, the School will submit documentation to OCR demonstrating that all of the compensatory services, if any as determined by the Team, have been provided to the Student.*

In an email to OCR on September 6, 2017, the School's Executive Director (ED) provided documentation showing that the Student [REDACTED] met on August 15, 2017. The documentation included: an [REDACTED] "Attendees" form that included a list of the individuals

who attended the meeting and each individual's name and title; emails between School staff and the Student's father to confirm the date and time of the meeting; and a letter from the ED to the School's attorney that provided the information required by Term IV(B)(iii)-(vi) and Term IV(B)(viii). According to the letter, the Student's parents and School staff agreed to [REDACTED]

[REDACTED] The letter indicated that the School is continuing to negotiate with the Student's parents and their attorney with regard to attorney's fees, reimbursement for [REDACTED] payment for [REDACTED], and removal of the [REDACTED] Student's education records.

The monitoring reports did not include Term IV(B)(vii) – documentation that the Student's parents were notified, in writing, of the compensatory services offered by the School. However, on September 15, 2017, the ED emailed OCR, "The Compensatory Services began on August 28th and are being provided weekly per the team and family suggestion. Once I have your approval I will send the formal letter to the family."

In our September 19, 2017 monitoring letter, we accepted the determinations of the [REDACTED]. We wrote, "Within fifteen (15) calendar days of the date of this letter, please provide us with a copy of the letter sent to the Student's family regarding the compensatory education agreement." On October 4, 2017, the ED provided us with a copy of the letter sent to the Student's parents.

In our September 19, 2017 monitoring letter, we wrote, "Within fifteen (15) calendar days of reaching an agreement with the Student's attorney with regard to the remaining issues, please provide us with updated description of the disposition of these remaining issues." The School's second group of monitoring reports did not address the remaining issues; therefore, we assumed that there were still outstanding issues. Our November 14, 2017 monitoring letter read, "Within fifteen (15) calendar days of the date on this letter, please provide us with a written update on the remaining issues."

In an email to OCR on November 29, 2017, the School's attorney provided us with a written update on the remaining issues. In our December 1, 2017 monitoring letter, we wrote, "Please provide another update in the School's January 2018 monitoring report."

In its December 6, 2017 monitoring report, the School wrote to OCR, "In-Progress Comp Services that are currently being implemented from August 28, 2017 - February 22, 2018. Documentation from [REDACTED] that is working with student per compensatory services agreement." The documentation attached to the report shows that the Student is receiving compensatory services. Finally, the ED updated us, by phone, on December 7, 2017, regarding the status of the remaining issues being negotiated between the School and the Complainant and his attorney.

In its January 31, 2018 monitoring report, the ED wrote, "[T]he [REDACTED] and parents determined that two one-hour sessions per week for 6 months was appropriate for the student. We are ending those services per the agreement on February 22, 2018. We are also inviting the parents to meet with [REDACTED] in the next few weeks to review progress and make any necessary

changes to the IEP.” In its February 12, 2018 monitoring report, the ED provided to OCR the final “Settlement Agreement and Release” between the School and Complainant.

In our February 14, 2018 monitoring letter, we wrote, “By March 2, 2018, please provide us with documentation (e.g., copies of logs of services with dates and times, as well as copies of payments to the tutor/teacher) demonstrating that all of the compensatory services have been provided to the Student.”

In its February 23, 2018 monitoring report, the School provided us with invoices, meeting logs, and emails. In its March 8, 2018 monitoring report, the School provided additional invoices. The emails from the provider to the ED included descriptions of the sessions. With regard to the week of February 19th, the provider wrote, “We were scheduled to meet this Wednesday, 2/21 (as a make-up for Monday when I was unavailable) and at our normal time today, Thursday, 2/22, but due to a family emergency the [family] had to cancel these sessions.” The table below provides a summary of the documentation provided by the School to OCR.

Date	Time	Description	Invoice
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	4, 2017: Labor Day	
[REDACTED]	5:00	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Provided to OCR	Provided to OCR
[REDACTED]	5:00	* Provided for 10/25	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR

Date	Time	Description	Invoice
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Unavailable	Provided to OCR
[REDACTED]	5:00	Unavailable	Provided to OCR
[REDACTED]	[REDACTED]	Week of Dec 7: School students on holiday break	
[REDACTED]	[REDACTED]	Week of Dec 10: School students on holiday break	
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	[REDACTED]	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Provided to OCR	Provided to OCR
[REDACTED]	5:00	Provided to OCR	Provided to OCR

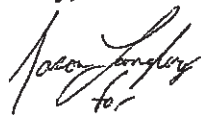
* Inconsistent dates noted.

Therefore, Term IV of the Agreement has been fulfilled and no further reporting is required.

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon request. If OCR receives such a request, we will protect personal information to the extent provided by law.

We appreciate the Recipients' continued cooperation in this matter. If you have any questions regarding this letter or the monitoring of this case, please contact the assigned attorney, Jason Langberg, at (303) 844-6299 or jason.langberg@ed.gov.

Sincerely,



Jason Sinocruz
Acting Team Leader

- cc: Josh Cochran, Executive Director of the School (via email)
- Walt Kramarz, Deputy General Counsel for the District (via email)
- William Bethke, Attorney for the School (via email)
- Jacque Phillips, Attorney for the Student (via email)