

**Resolution Agreement
Legacy Traditional School
Complaint Number 08-16-1425**

In order to resolve the open allegation in Case Number 08-16-1425, filed against Legacy Traditional School (LTS) with the Office for Civil Rights (OCR) of the U.S. Department of Education, pursuant to Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. part 104, and Title II of the Americans with Disabilities Act of 1990 (“Title II”), 42 U.S.C. §§ 12131–65, and its implementing regulation at 28 C.F.R. part 35, LTS agrees to implement the following Resolution Agreement.

- I. Within twenty (20) calendar days of this Agreement being signed, LTS will:
 - a. Remove all language from its website and other public materials (e.g., social media and printed materials for parents) stating that Legacy KidsCare (“KidsCare”) will not accommodate food allergies;
 - b. Provide all KidsCare staff and administrators in schools where KidsCare is provided with written notice that they: (a) may not exclude qualified children on the basis of disability; and (b) must take into account the needs of such children in determining the aid, benefits, or services to be provided; and
 - c. Designate one or more qualified LTS staff members to respond to questions from parents or staff regarding accommodations of food allergies in KidsCare, and include the designee’s or designees’ name(s), title(s), and contact information in the notice described in Part I(b) above.

- II. Within thirty (30) calendar days of this Agreement being signed, LTS will:
 - a. Provide OCR with a link to the website showing that the relevant language has been removed, and copies of any other public materials from which the relevant language had to be removed;
 - b. Provide OCR with a copy of the written notice that was provided to staff and evidence that it was a provided (e.g., a copy of an email showing the recipients); and
 - c. Provide OCR with written assurances that LTS will not discriminate against students in KidsCare who have Section 504 plans and IEPs that include accommodations or services for food allergies, including with respect to program access and compliance with Section 504 plans and IEPs.

LTS understands that OCR will not close the monitoring of this Agreement until OCR determines that LTS has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

LTS understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, LTS understands that during the monitoring of the Agreement, if necessary, LTS may visit the LTS and its schools, interview LTS employees and students, and request such additional reports or data as are necessary for OCR to determine whether LTS has fulfilled the terms of this

Agreement and is in compliance with the regulation implementing Section 504 and Title II, which were at issue in this case.

LTS 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. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give LTS written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

For Legacy Traditional School:

/s/ _____
Brandon Jones, Chief Executive Officer

__11/18/2016__
Date