



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

REGION VI
LOUISIANA
MISSISSIPPI
TEXAS

Renaissance Tower
1201 Elm Street, Suite 1000
Dallas, TX 75270

RESOLUTION AGREEMENT
Edna Karr High School/InspireNOLA Charter Schools
OCR Complaint No. 06-21-1221

The U.S. Department of Education, Office for Civil Rights (OCR) and the Edna Karr High School/InspireNOLA Charter Schools (School) enter into this Agreement to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the School. The School assures 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 U.S.C. Section 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) and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance.

Prior to the completion of OCR's investigation, the School requested to resolve the issues of this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this complaint, the School agrees to take the following actions.

ACTION ITEMS & REPORTING REQUIREMENTS:

A. EXTRACURRICULAR/ATHLETIC ACTIVITIES

Action Item 1:

By **May 28, 2021**, the School will issue a statement to parents/guardians at Edna Karr High School, which states that the School does not discriminate against individuals on the basis of disability and will remind parents/guardians of the School's obligation to ensure that its programs and activities, including athletics and extracurricular activities, are made available to students with disabilities to the same extent as they are made available to students without disabilities. The School will post a statement on its web site and disseminate the statement to the School's parents and students. Specifically, the School will communicate in writing (i.e., via email or USPS mail) to all School parents/guardians its commitment to create an educational environment free from discrimination, in all academic, extra-curricular, athletics and school sponsored activities. The communication will summarize relevant School policy and procedures and include a description of how to file a complaint of disability discrimination. The communication will include the School's prohibition against retaliation and commitment to investigate all reports of disability-based discrimination.

Reporting Requirement:

By **June 11, 2021**, the School will submit to OCR documentation that the statement has been sent to all parents/guardians at the School. The documentation will include a copy of the statement, a description of the means by which it was disseminated (email or postal mail), and a link to the statement on the School’s website.

B. STAFF TRAINING

Action Item 2:

By **May 28, 2021**, the School will ensure that all Edna Karr High School staff receive training regarding the School’s obligation to ensure that its programs and activities, including athletics and extracurricular activities, are made available to students with disabilities to the same extent as they are made available to students without disabilities.

Reporting Requirement:

By **June 11, 2021**, the School will provide to OCR documentation demonstrating that relevant personnel have received the training referenced in Action Item 2 above, including the date(s) of the training(s); the names, titles, contact information, and qualifications of the trainer(s); a copy of all training materials used and distributed during the training(s); and a sign-in sheet with the names and titles of individuals who attended the training(s).

The School understands that, by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the School understands that, 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 School has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. § 104.37, and Title II implementing regulation at 28 C.F.R. § 35.130. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The School 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 the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the School’s representative below.

Superintendent or Designee's Name/Title

/s/

Superintendent or Designee's Signature

Date