

**RESOLUTION AGREEMENT
BROOKSIDE CHARTER AND DAY SCHOOL
CASE NUMBER 07-18-1261**

The United States Department of Education, Office for Civil Rights (OCR), and the Brookside Charter and Day School (School), Kansas City, Missouri enter into this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced complaint. The Agreement does not constitute an admission of liability, non-compliance or wrong doing by the School. The School assures OCR it will take the following actions to comply with Section 504 of the Rehabilitation Act of 1973, 29 United States Code (U.S.C.) § 794, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 104 and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35. Section 504 and Title II both prohibit discrimination on the basis of disability.

The School agreed to resolve the issues of this complaint pursuant to Section 302 of OCR's *Case Processing Manual*,¹ prior to the completion of OCR's investigation. The School voluntarily agrees to take the actions set out below.

1. The School agrees that it will allow the Complainant access to School facilities in accordance with the access protocols developed pursuant to this Agreement.
2. OCR understands that the School has provided the Complainant the following in order to accommodate her disability.
 - i. A Kindle Fire (Tablet) and case with tools for a notepad for writing.
 - ii. An email account preloaded with all contacts at the school.
 - iii. A hotspot (TMobile-Wifi).
 - iv. Free internet.
 - v. Training on how to use the tablet and email.
3. By February 1, 2019, the School will develop protocols for the Complainant's access to School property taking into consideration any necessary measures to ensure it does not discriminate against the Complainant based on her disability. The School will develop protocols for the following.
 - a. The School will develop a protocol that will allow the Complainant to sign the Student in and out for the day in the lobby and for a School staff member to accompany the Student to and from the gymnasium in the morning and afternoon including any other situations where the Complainant may need to drop off or pick up the Student at any time outside the regular start and end of the school day.

¹ OCR's Case Processing Manual may be accessed at <https://www2.ed.gov/about/offices/list/ocr/docs/ocrspm.pdf>.

- b. The School shall develop a protocol for communications with the Complainant that will identify specific School staff who have been made aware of the Complainant's disability to address any questions or concerns regarding the Student's education or any other matter of concern to the Complainant.
- c. The School's protocol for school meetings such as parent/teacher conferences will allow the Complainant access to the School to meet with teachers and other administrators to discuss the Student's academic progress and attend school-sponsored activities. The School will ensure that a laptop or tablet is available for communication between School staff and the Complainant at all times.

Reporting Requirement: By February 1, 2019, the School shall provide OCR a copy of the protocols developed in accordance with item 3 of the Agreement for OCR's review and approval prior to sending the protocols to the Complainant.

- 4. The School will assist the Complainant with contacting Rideshare KC to identify a plan through Rideshare KC's Guaranteed Ride Home program to eliminate the need for School staff to make twice daily phone calls to Rideshare KC to pick up the Complainant in the mornings and afternoons.

Reporting Requirement: By February 1, 2019, the School shall provide OCR a copy of the Rideshare KC plan developed in accordance with item 4 of the Agreement for OCR's review and approval.

- 5. By February 1, 2019 the School shall provide the Complainant a copy of the School's Civility Policy and secure a signature from the Complainant indicating that she has received a copy of the Civility Policy.
- 6. By February 1, 2019 the School shall provide the Complainant, by certified U.S. mail, copies of the protocols developed to provide the Complainant access to the School as described in item 3 of the Agreement.

Reporting Requirement: By February 1, 2019 the School shall provide OCR documentation to show that the Complainant received copies of the protocols and the Rideshare KC plan. The School may satisfy this requirement by providing OCR a copy of any cover letter and a copy of the certified U.S. mail return receipt bearing the Complainant's signature or a statement prepared on School letterhead bearing the Complainant's signature that acknowledges her receipt of the protocols and the Rideshare KC plan.

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 of the Rehabilitation Act of

1973, 29 United States Code (U.S.C.) § 794, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 104 and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35 which were at issue in this case. 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.

FOR THE SCHOOL:

/s/ Superintendent

1/28/19

**Roger Offield, Superintendent
Brookside Charter School**

DATE