

## **Resolution Agreement**

### **Pointe Schools OCR Case Number 08-17-1267**

The U.S. Department of Education, Office for Civil Rights (OCR) and Pointe Schools (Pointe) enter into this agreement to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by Pointe. Pointe 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), 42 U.S.C. Sections 12131 *et seq.*, 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 and public entities, respectively. Accordingly, to resolve the issues of this investigation, Pointe agrees to take the following actions.

#### **Agreement Terms**

1. **Within 10 days** of the date of the signed Agreement, Pointe will notify the Complainant, in writing, that the Student and her siblings are welcome to re-enroll in Pointe. The notification will further state that the campus restriction placed on the Complainant on December 9, 2016, has been rescinded. Additionally, it will state that any fees associated with re-enrollment will be waived and may also remind the Complainant that parents are required to adhere to visitation policies and the student handbook.

#### **REPORTING REQUIREMENT #1:**

- i. **Within 10 days** of this agreement, the District will provide OCR with a copy of the letter sent to the Complainant, with proof that the letter was sent.
  - ii. **Within 10 days** of the date the Complainant notifies Pointe whether the Complainant chooses to re-enroll the Student, Pointe will notify OCR of the Complainant's decision. If the Complainant fails to respond within 30 days of the date of the letter, Pointe will notify OCR and provide an explanation of all efforts it made to reach out to the Complainant.
2. **Within 10 days** of the date of the signed agreement, Pointe will reimburse the Complainant for enrollment fees (student fees) incurred at the time the Complainant's three children were enrolled in Pointe during the 2016-2017 school year.

#### **REPORTING REQUIREMENT #2:**

**Within 10 days** of the date Pointe reimburses the Complainant, Pointe will provide OCR documentation demonstrating compliance with Term 2, including a copy of the letter sent to the Complainant, written verification that the Complainant received the letter, and written verification that the Complainant has been reimbursed for enrollment fees.

Pointe 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, Pointe understands that during the monitoring of this agreement, if necessary, OCR may visit Pointe, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether Pointe has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 and Title II, at 34 C.F.R. §§ 104.61, which incorporates the Title VI regulation at 34 C.F.R. § 100.7(e), and the Title II regulation at 28 C.F.R. § 35.134, which were at issue in these cases.

Pointe understands that OCR will not close the monitoring of this agreement until OCR determines that Pointe has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 and Title II, at 34 C.F.R. §§ 104.61, which incorporates the Title VI regulation at 34 C.F.R. § 100.7(e), and the Title II regulation at 28 C.F.R. § 35.134.

Pointe 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 Pointe 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 Pointe's representative below.

\_\_\_\_\_/s/\_\_\_\_\_  
For Pointe Schools

\_\_\_\_\_/11/16/17\_\_\_\_\_  
Date