

**Satori Charter School  
Resolution Agreement  
OCR Docket #08-22-1464**

In order to resolve the allegations in Case No. 08-22-1464, filed against Satori Charter School (School), the School voluntarily agrees to implement this Resolution Agreement (Agreement). This case was initiated 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. §§ 12131-12134, 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.

During the course of OCR's investigation of the complaint, before OCR had made any findings, the School indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II. Pursuant to Section 302 of OCR's Case Processing Manual (CPM), a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, OCR believes that doing so is appropriate, and the remedies align with the allegations. The School's decision to enter into this Agreement is not an admission of liability or wrongdoing as to the allegations of discrimination in this complaint, nor shall it be construed as such.

The School will comply with the cited provisions of the 2010 ADA Standards for Accessible Design (2010 Standards) when taking the actions required by this Agreement as to: the playground primarily used by fourth through eighth graders at the School (Playground 1); and the playground primarily used by second and third graders at the School (Playground 2).

**RESOLUTION ACTIONS**

1. The School will review its facilities as to Playground 1 and Playground 2 and develop a written plan (Plan) identifying the modifications, related to Item #1(a)-(e) below, that are necessary to ensure that Playground 1 and Playground 2 are accessible to and useable by persons with mobility impairments in accordance with Section 504 and Title II and the 2010 Standards. The Plan will include a timetable for completion of all identified modifications. The Plan will be subject to OCR's review and approval and will address the following elements to ensure accessibility, pursuant to the 2010 Standards:
  - a. The School will construct accessible routes to, through, and around Playground 1 and Playground 2. *See* 2010 Standards §§ 206, 240, 302, 304, 402, 403, and 1008.
  - b. The School will install or correct and maintain the ground surface within Playground 1 and Playground 2 that meets the American Society for Testing and Materials (ASTM) F 1951 and ASTM F 1292 Standards for accessibility within play areas. *See* 2010 Standards §§ 206, 302, 403, and 1008.

- c. The School will keep a maintenance log to track its ongoing inspection and maintenance of the ground surface of both Playground 1 and Playground 2. *See* 2010 Standards § 1008.2.6.1.
  - d. At Playground 1, the School will construct an accessible route to the Gaga Ball Pit. *See* 2010 Standards §§ 206, 240, 302, 304, 402, 403, and 1008.
  - e. At Playground 1, the School will provide a hinged entrance in the Gaga Ball Pit structure so that it has an accessible opening for entrance to the Gaga Ball Pit. *See* 34 C.F.R. §§ 104.4 and 104.37(a)(1)-(2).
2. Upon OCR's approval of the Plan, the School will implement the Plan to ensure compliance with Section 504 and Title II as to Playground 1 and Playground 2.

*REPORTING REQUIREMENTS for Items #1 and #2:*

- a) By **November 30, 2022**, the School will submit the Plan to OCR for OCR's review and approval.
- b) **Within ninety (90) days of OCR's approval of the Plan, and then every ninety (90) days thereafter**, the School will provide OCR with progress reports regarding the implementation of the Plan, including the completion of any modifications, as applicable. The School's reports will include documentation satisfactory to OCR showing those actions. Such documentation will include, for example, maintenance logs of ground surface, summaries of installation and maintenance of ground surface, detailed photographs or videos showing the relevant measurements of any alterations or renovations to routes, architectural plans, work orders, purchase orders, invoices, or proof of efforts to secure funding/assistance for structural renovations or equipment. The School will continue to provide OCR with progress reports until the Agreement has been fully implemented and any work to be done under the Agreement has been completely approved.
- c) **Upon completion of all work in the Plan**, the School will make Playground 1 and Playground 2 available to OCR to conduct an onsite inspection to ensure the School is in compliance with the Agreement if OCR opts to conduct such an inspection.

**GENERAL REQUIREMENTS**

The School 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 the 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 and obligations of the Agreement.

The School also understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has demonstrated compliance with all the terms of this

Agreement and is in compliance with Section 504 of the Rehabilitation Act of 1973, 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), and its implementing regulation at 28 C.F.R. Part 35, which were at issue in this review. Upon the School's satisfaction of the commitments made under the Agreement, OCR will close the case.

The School understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the School's representative below.

For the School:

/S/

September 16, 2022

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Executive Director of School or Designee

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Date