

**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
SPANISH SCHOOLHOUSE, LLC
USAO # 2021V00904
DJ # 202-73-517**

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and Spanish Schoolhouse, LLC, as successor to the business of Spanish Schoolhouse, Inc.
2. Spanish Schoolhouse, LLC offers full-time and part-time Spanish-language programs for preschool- and kindergarten-aged children, as well as after-school classes for elementary-aged children.
3. This matter was initiated after parents of a child rejected for admission at the Spanish Schoolhouse (“Complainants”) filed a complaint with the United States Department of Justice against Spanish Schoolhouse, Inc. Specifically, the Complainants alleged that, in the spring of 2021, Spanish Schoolhouse, Inc. rejected their child (“Student”) for admission to the facility located at 280 Commerce Street, Suite 105, Southlake, Texas 76092 (“Facility”) because their child has epilepsy.
4. At the time of the incident, the Facility was owned and operated by Spanish Schoolhouse, Inc., a Texas corporation registered to do business in Texas. In or about July 2021, Spanish Schoolhouse, Inc. sold its assets to Spanish Schoolhouse, LLC, which is a Delaware limited-liability company registered to do business in Texas. Spanish Schoolhouse, LLC’s principal place of business is at 3701 W. Plano Parkway, Suite 180, Plano, Texas 75075. Spanish Schoolhouse, LLC is the current owner and operator of the Spanish Schoolhouse locations previously owned and operated by Spanish Schoolhouse, Inc., including the Facility.
5. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without engaging in litigation. The parties have therefore voluntarily entered into this Agreement, as follows:

TITLE III COVERAGE AND DETERMINATIONS

6. The United States Attorney General is responsible for enforcing Title III of the Americans with Disabilities Act of 1990 (“ADA”), as amended, 42 U.S.C. §§ 12181–89, and the relevant regulations implementing Title III, 28 C.F.R. pt. 36.
7. Title III of the ADA prohibits any place of public accommodation from discriminating against persons on the basis of disability in the full and equal enjoyment of its goods,

services, facilities, privileges, advantages, or accommodations. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201. Title III requires places of public accommodation to make reasonable modifications to its policies, practices, or procedures to afford access to persons with disabilities that is equal to the access afforded to persons without disabilities, unless the public accommodation can demonstrate that making the modification would fundamentally alter the nature of its services. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a). Moreover, Title III prohibits discrimination against an individual because of the known disability of someone with whom the individual is known to have a relationship or association. 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205.

8. Spanish Schoolhouse owns, leases or leases to, or operates places of public accommodation within the meaning of 42 U.S.C. § 12182(a); is a private entity within the meaning of 42 U.S.C. § 12181(6); and is a place of public accommodation within the meaning of 42 U.S.C. § 12181(7), because it affects commerce and operates a day care center. *See also* 28 C.F.R. § 36.104.
9. An “individual with a disability” is a person who has a physical or mental impairment that substantially limits a “major life activity.” 42 U.S.C. § 12102(1); 28 C.F.R. § 36.104. If an episodic impairment substantially limits a major life activity when it is active, then it is a disability. 42 U.S.C. § 12102(4)(D). The Student is an individual with a disability because, when the Student’s epilepsy is active, the Student is substantially limited in major life activities relating to neurological functioning.
10. Ensuring that day care centers do not discriminate against persons with epilepsy and those associated with them is an issue of general public importance. *See* 42 U.S.C. § 12188(b)(1)(B).
11. In March 2021, the Complainants contacted Spanish Schoolhouse, Inc. by email to inquire about enrolling the Student, who was then two years old, in its day care program. The Complainants informed Spanish Schoolhouse, Inc. that the Student has epilepsy. Spanish Schoolhouse, Inc. proceeded to enroll the Student, with a planned start date of April 6, 2021.
12. On April 5, 2021, at Spanish Schoolhouse, Inc.’s request, the Complainants submitted to Spanish Schoolhouse, Inc. a “Seizure Action Plan” that had been completed by the Student’s physician. The plan provided information regarding the Student’s seizures and treatment protocols should a seizure occur, including that the medication Diastat should be administered for a seizure lasting longer than three minutes. The plan indicated that the Student should leave the classroom during a seizure and, after the Student returned to baseline, the Student could return to the classroom. In addition to submitting the written plan, the Complainants also spoke with Spanish Schoolhouse staff about how to administer Diastat.
13. Diastat is an FDA-approved, emergency medication for the treatment of a prolonged or an acute repetitive seizure, otherwise known as a breakthrough seizure. Diastat was specifically designed to be administered by a layperson. A pharmacist or doctor fills a

plastic syringe with a special plastic tip and then locks it, guaranteeing that the correct dosage will be administered. The medication is administered rectally, which allows the medication to act quickly and safely.

14. When the Student applied for admission to Spanish Schoolhouse, Inc., the Student had had seizures requiring the administration of Diastat only two times in the Student's life.
15. Later in the day on April 5, 2021, after receiving the aforementioned "Seizure Action Plan" and the Complainants' verbal instructions, Spanish Schoolhouse, Inc. reversed its previous decision to accept the Student in its program. The director of Spanish Schoolhouse, Inc.'s Southlake facility told the Complainants that Spanish Schoolhouse, Inc.'s staff members were uncomfortable with the prospect of monitoring the Student for potential administration of Diastat and that Spanish Schoolhouse, Inc. lacked enough staff to be able to remove the Student from the classroom in the event of a seizure. The Complainants verbally informed the director that treating the Student within the classroom rather than outside it was acceptable to them. Spanish Schoolhouse, Inc.'s decision rejecting the Student stood.
16. The Complainants allege that Spanish Schoolhouse, Inc. failed to make reasonable modifications to its policies, practices, or procedures to afford the Student the opportunity to participate in Spanish Schoolhouse, Inc.'s programs.
17. In response to the United States' investigation, Spanish Schoolhouse, Inc. denied that it discriminated against the Student. Spanish Schoolhouse, Inc. asserted that the requested modification (emergency Diastat administration) would have resulted in a fundamental alteration to the nature of its programs by (1) requiring staff to closely monitor the Student for early signs of a seizure, and (2) requiring Spanish Schoolhouse, Inc. to hire additional staff in order to meet its child-to-caregiver ratios, because the Student would need to be removed from the classroom if she had a seizure and because Spanish Schoolhouse, Inc. has a practice of requiring that two staff members be present when attending to a child's private areas.
18. After a careful review of the information and documents obtained during the investigation, the United States has determined that Spanish Schoolhouse, Inc. violated Title III of the ADA and the Department of Justice's Title III regulation, 28 C.F.R. pt. 36, by denying the Student, on the basis of disability, the opportunity to participate in or benefit from Spanish Schoolhouse, Inc.'s goods, services, facilities, privileges, advantages, or accommodations. Specifically, Spanish Schoolhouse, Inc. discriminated against the Student by failing to make reasonable modifications to its policies, practices, or procedures to allow for the administration of Diastat. *See* 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a). Spanish Schoolhouse, Inc. has not shown that administering Diastat, a medication that is designed to be—and routinely is—administered by laypersons, would fundamentally alter the nature of Spanish Schoolhouse, Inc.'s services.

ACTIONS TO BE TAKEN BY SPANISH SCHOOLHOUSE, LLC

19. Spanish Schoolhouse, LLC, as successor to the business of Spanish Schoolhouse, Inc. (“New Owner”), agrees that it will not discriminate against any individual in the full and equal enjoyment of its goods, services, privileges, advantages, or accommodations, within the meaning of Title III of the ADA. 42 U.S.C. § 12182(a), 28 C.F.R. pt. 36.
20. New Owner will adopt, maintain, and enforce the non-discrimination statement attached hereto and incorporated by reference herein as Exhibit 1 of this Agreement, regarding the prohibition of discrimination on the basis of disability. Within 30 days of the effective date of this Agreement and for the duration of this Agreement, New Owner will prominently post a copy of this non-discrimination statement in a conspicuous area of its facilities and include a hyperlink to the non-discrimination statement on its main company webpage, currently hosted at <https://spanishschoolhouse.com/>.
21. New Owner will adopt, maintain, and enforce the Emergency Anti-Seizure Medication Administration Policy and Procedure (“EASMA Policy and Procedure”) attached hereto and incorporated by reference herein as Exhibit 2 of this Agreement.
22. When informed that one of its students has been diagnosed with a seizure disorder, including epilepsy, or that a child with a seizure disorder has applied for enrollment at one of the facilities that it owns and operates, New Owner will advise the child’s parents or guardians of the EASMA Policy and Procedure and that New Owner will comply with all applicable federal, state, and local laws.
23. New Owner will print and maintain copies of the EASMA Policy and Procedure in a central location at its facilities, will provide the EASMA Policy and Procedure to any interested party requesting it or a modification of policies or procedures due to a seizure disorder, and will incorporate the EASMA Policy and Procedure into its standard operating policies and handbooks.
24. In accordance with its existing policies and procedures, New Owner may require a child’s parents or guardians to provide New Owner with a completed Medical Authorization Form. In addition, as part of its EASMA Policy and Procedure, New Owner will adopt forms for (1) a Seizure Emergency Action Plan and (2) a Physician’s Order for the Administration of Diazepam Rectal Gel (Diastat), which are attached hereto and incorporated by reference herein as Attachments 1 and 2 to Exhibit 2 of this Agreement. Such forms are intended to ensure that New Owner has individualized information and instructions relating to the management of each child’s seizure disorder. New Owner may require a child’s parents or guardians to provide it with a completed Seizure Emergency Action Plan and Physician’s Order signed by the child’s parents or guardians and the child’s primary-care physician or treating neurologist, as applicable.
25. New Owner will notify counsel for the United States in writing when it has completed the actions described in paragraphs 20–24.

26. The parents or guardians of any child with a seizure disorder are responsible for providing, at their own cost, all necessary equipment and supplies for the administration of Diastat. If the proper storage of Diastat requires anything other than ordinary refrigeration, the parents or guardians will provide, at their own cost, any equipment needed to properly store the Diastat.
27. Within 120 days of the approval of the training materials described in paragraph 29 below and at least every 12 months thereafter for the duration of this Agreement, New Owner will train its employees who may be responsible for children with seizure disorders on seizure disorders and the administration of Diastat. The training shall include the following: (1) a general overview of seizure disorders; (2) a basic understanding of seizures and the different types and characteristics of each; (3) how to manage seizures during the school day based upon a child's Seizure Emergency Action Plan and Physician's Order; (4) proper storage of Diastat medication pursuant to New Owner's policies and procedures; (5) how to appropriately administer Diastat; and (6) steps to follow after administering Diastat. The training will be conducted via a training session lasting at least 30 minutes.
28. Relevant employees hired after New Owner conducts an initial training pursuant to this Agreement will be provided the same training by New Owner within 30 days of their hire and at least every 12 months thereafter for the duration of this Agreement.
29. Within 60 days of the effective date of this Agreement, New Owner must submit a draft training agenda and draft training materials, including the name(s), resume(s), and contact information of the individual(s) who will conduct the trainings, to counsel for the United States via electronic mail no later than 30 days before the initial training will occur. The curricula and materials used in the trainings required by these paragraphs shall be consistent with the provisions of this Agreement. The United States will respond with any comments within 20 days of receiving New Owner's submission. In the event that counsel for the United States does not respond within 20 days with either an acceptance or rejection of the training materials, the training will be deemed accepted as proposed.
30. New Owner shall create and maintain an attendance log that documents the name of each individual who attends the trainings required by paragraphs 27 and 28, his or her title, and the date he or she attended the training(s). Notification of New Owner's completion of the training described in paragraphs 27 and 28, and copies of the aforementioned attendance logs, will be provided to the United States on an annual basis within 30 days of the end of each calendar year covered by this Agreement.
31. As authorized by 42 U.S.C. § 12188(b)(2)(B) and 28 C.F.R. § 36.504(a)(2), New Owner agrees to pay the Complainants \$5,000 in damages, to compensate the Complainants for the harm endured (including, but not limited to, emotional distress, pain and suffering, and other consequential injury) as a result of Spanish Schoolhouse, Inc.'s failure to comply with Title III of the ADA, as described. Within 30 days of the effective date of this Agreement, New Owner will send a copy of this Agreement and Exhibit 3, hereto

attached, to the Complainants by certified mail, return receipt requested, or by tracked overnight courier, and simultaneously provide a copy of the communication to counsel for the United States. If the Complainants return an executed "Release of ADA Claims" (Exhibit 3) to New Owner within 30 days of the Complainants' receipt of the aforementioned documents, then New Owner will, within 30 days of its receipt of the executed "Release of ADA Claims," send the Complainants, by certified mail, return receipt requested, or by tracked overnight courier, a check for \$5,000, payable to the Complainants, and simultaneously provide a copy of the check and any accompanying correspondence to counsel for the United States.

32. New Owner will allow the Student to enroll at any of Spanish Schoolhouse's facilities, in accordance with all existing policies and procedures and will not deny the Student enrollment on the basis of disability or the existence of this Agreement.
33. Within 30 days of receipt of any complaint pursuant to the ADA related to reasonable modifications requested by any student or potential student, or any student's or potential student's parent or guardian, New Owner shall send an email to counsel for the United States with a copy of any such complaint (or, if an oral complaint was made, a description of the complaint) and New Owner's response.

IMPLEMENTATION

34. In consideration for entering this Agreement, the United States will refrain from undertaking further enforcement action relating to this investigation and from filing a civil action alleging discrimination based on the allegations set forth herein. However, the United States may review New Owner's compliance with this Agreement or with Title III of the ADA at any time. If the United States believes that New Owner has violated any portion of this Agreement or Title III, the United States may institute a civil action in the appropriate U.S. district court, following written notice to New Owner of the possible violation(s) and a period of 30 days in which New Owner would have the opportunity to cure the alleged violation(s).
35. New Owner's participation in this Agreement shall not constitute or be construed as an admission of liability.
36. Any failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any other provision of this Agreement.
37. If any provision of this Agreement is determined by any court to be unenforceable, the other provisions of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any provision materially alters the rights or obligations of the parties, the parties shall engage in good-faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed-upon relative rights and obligations.

38. This Agreement is binding on New Owner, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, and assignees. In the event that New Owner seeks to sell, transfer, or assign all or part of its interest during the term of this Agreement, as a condition of sale, transfer, or assignment, New Owner will obtain the written agreement of the successor, buyer, transferee, or assignee to all obligations remaining under this Agreement for the remaining term of this Agreement.
39. The signatory/ies for New Owner represents that they are authorized to bind New Owner to this Agreement.
40. This Agreement is the entire agreement between the United States and New Owner on the matters raised herein and no other statement, promise, or agreement, either written or oral, made by any party or agents of any party, is enforceable. This Agreement can only be modified by mutual written agreement of the parties.
41. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement relieves New Owner of its obligation to otherwise comply with the requirements of the ADA.
42. This Agreement shall be a public document. A copy of this Agreement may be made available to the public by either party.
43. New Owner shall not discriminate or retaliate against any person because of his or her participation in this matter.

EFFECTIVE DATE/TERMINATION DATE

44. The effective date of this Agreement is the date of the last signature on the signature pages that follow this page.
45. The duration of this Agreement will be two years from the effective date.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES OF AMERICA

LEIGHA SIMONTON
United States Attorney
Northern District of Texas



LISA R. HASDAY
Assistant United States Attorney
United States Attorney's Office
1100 Commerce Street, Third Floor
Dallas, Texas 75242
lisa.hasday@usdoj.gov

August 19, 2024

Date

FOR SPANISH SCHOOLHOUSE, LLC



Spanish Schoolhouse, LLC, as Successor to the
Business of Spanish Schoolhouse, Inc.
3701 W. Plano Parkway, Suite 180
Plano, Texas 75075

8/27/2024

Date



CHERYL E. DIAZ
Culhane Meadows, PLLC
13101 Preston Road, Suite 110-1500
Dallas, Texas 75240
cdiaz@cm.law

August 29, 2024

Date

Exhibit 1

NON-DISCRIMINATION STATEMENT PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY

Spanish Schoolhouse, LLC will not discriminate against any individual with a disability on the basis of disability with regard to the full and equal enjoyment of the services at Spanish Schoolhouse. Spanish Schoolhouse, LLC will make reasonable modifications in its policies, practices, or procedures, when the modifications are necessary to afford services to individuals with disabilities, unless Spanish Schoolhouse, LLC can demonstrate that making the modifications would fundamentally alter the nature of its services.

Exhibit 2

EMERGENCY ANTI-SEIZURE MEDICATION ADMINISTRATION POLICY AND PROCEDURE

Spanish Schoolhouse, LLC is committed to complying fully with the Americans with Disabilities Act (“ADA”) and other applicable laws and regulations pertaining to children with disabilities.

Children with seizure disorders, including epilepsy, who attend Spanish Schoolhouse will require assistance in the event of a seizure. Some children will require the administration of an emergency anti-seizure medication, such as diazepam rectal gel (Diastat), in the event of a prolonged or an acute repetitive seizure. The Director of Spanish Schoolhouse shall designate those staff members who are trained and authorized to administer such medication.

Before school personnel will administer an emergency anti-seizure medication to a child in an emergency situation, the student’s parent or guardian shall provide Spanish Schoolhouse with a completed Seizure Emergency Action Plan (see Attachment 1) signed by the parent or guardian and the student’s primary-care physician or treating neurologist. In addition, the student’s parent or guardian shall provide Spanish Schoolhouse a completed Physician’s Order for the Administration of Diazepam Rectal Gel (Diastat) (see Attachment 2) completed by the student’s primary-care physician or treating neurologist.

Prior to its date of expiration, the prescribed medication shall be supplied to Spanish Schoolhouse in its original package with the dosage locked in by the dispensing pharmacy. The parent or guardian and the Director of Spanish Schoolhouse, or the Director’s designee, will verify that the correct dosage is visible in the display window and that the green “ready” band is visible. The parent or guardian shall be responsible for ensuring that the prescribed medication has not passed its expiration date. Because the medication shall be dispensed in emergency circumstances, a parent or guardian must complete the Authorization for Dispensing Medication form in accordance with Spanish Schoolhouse’s medication procedures, and Spanish Schoolhouse shall not be liable for administering expired medication.

A parent or guardian’s written authorization to administer emergency anti-seizure medication shall be effective for the entire school year in which it is granted. This authorization must be renewed annually.

Diazepam rectal gel is not to be used more frequently than as specified by the parent/guardian and physician in the Physician’s Order for Administration of Diazepam Rectal Gel (Diastat). The dosing instructions must be specified in the student’s Seizure Emergency Action Plan and in the Physician’s Order for the Administration of Diazepam Rectal Gel (Diastat).

A student's parent or guardian who has given Spanish Schoolhouse written authorization to administer emergency anti-seizure medication shall, in accordance with the student's Seizure Emergency Action Plan, notify the Director or the Director's designee if emergency anti-seizure medication is administered to the student at a time when the student is not present at Spanish Schoolhouse. Such notification shall be given before or at the beginning of the next school day which the student attends. If the student has received more than the amount of anti-seizure medication than authorized in the student's Seizure Emergency Action Plan and in the Physician's Order for the Administration of Diazepam Rectal Gel (Diastat), Spanish Schoolhouse may require that the student not attend school until Spanish Schoolhouse receives written communication from the student's physician that it is safe for the student to return and receive anti-seizure medication on an emergency basis as authorized by the Seizure Emergency Action Plan and Physician's Order for the Administration of Diazepam Rectal Gel (Diastat).

Training Requirements:

Training of designated staff members shall be conducted and repeated annually. A list of trained staff will be maintained in the Director's Office. All staff members trained to administer emergency anti-seizure medications shall also be trained in cardiopulmonary resuscitation (CPR).

Notifications:

When a trained staff member determines that the administration of diazepam rectal gel to a student is necessary, the parent or guardian and the Director shall also be notified as soon as possible.