

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

-----	x	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civ. No. 09-1818-MAM
)	
NOBEL LEARNING COMMUNITIES, INC.,)	
)	
Defendant.)	
-----	x	

SETTLEMENT AGREEMENT

This settlement agreement ("Settlement Agreement") is entered into by and between the United States of America, ("the United States"), and Nobel Learning Communities, Inc. ("NLC").

The United States alleges that NLC violated title III of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12181, *et seq.* and its implementing regulations, 28 C.F.R. Part 36, by discriminating against children with disabilities in NLC's programs and services.¹ NLC denies the allegations and states that, at all times, it acted in compliance with the ADA.

As a result of ongoing discussions, the United States and NLC have reached agreement that it is in the parties' best interest, and the United States believes that it is in the public interest, to resolve this lawsuit on mutually agreeable terms without the continued costs of further litigation. The parties hereby agree to the provisions set forth below:

BACKGROUND

1. Plaintiff is the United States of America.
2. Defendant is NLC, a private, for-profit Delaware corporation headquartered in West Chester, Pennsylvania. NLC is a national network of over 180 private non-sectarian schools, including preschools, elementary schools, and secondary schools in fifteen states and the District of Columbia. NLC also offers before- and after-school programs and summer

¹ This Settlement Agreement and the accompanying NLC Disability Non-Discrimination Policy ("the Policy," attached hereto as Exhibit A), are subject to the ADA, as amended, and the regulation implementing title III of the ADA, 28 C.F.R. Part 36, and shall be governed by the ADA and its implementing regulation in effect at the time of any action taken under the Settlement Agreement.

programs. NLC is a public accommodation within the meaning of title III of the ADA. 42 U.S.C. § 12181(7); 28 C.F.R. § 36.104.

3. The United States has filed a First Amended Complaint in Civil Action No. 09-1818-MAM (E.D. Pa.) (“First Amended Complaint”) pursuant to its power under 42 U.S.C. § 12188(b) in which it contends, upon information and belief, that from at least 2005, NLC instituted a policy and engaged in a pattern or practice of excluding, disenrolling or discriminating against children with disabilities, including, but not limited to, some children with autism spectrum disorders and Down Syndrome, which allegations NLC denies.

4. The First Amended Complaint is premised on the United States’ allegations that at least thirteen students have been harmed by NLC’s alleged failure to comply with title III of the ADA, 42 U.S.C. §§ 12181, *et seq.*, including the amendments to the ADA codified by the ADA Amendments Act of 2008, Pub. L. No. 110-325, 122 Stat. 3553 (2008) (“ADAAA”), which allegation NLC denies. The parties stipulate that for purposes of this Settlement Agreement, any applicable sections of the ADAAA of 2008 apply only prospectively from the effective date of the ADAAA.

5. NLC denies each of the United States’ claims and states that it acted at all times in compliance with the ADA. Accordingly, as expressly recognized by the United States, NLC’s entry into this Settlement Agreement does not constitute an admission of any liability, wrongdoing, or violation of the ADA or any other statute, regulation or provision of the United States Constitution or any state constitution.

6. Nothing in this Settlement Agreement shall prevent the United States from seeking redress of violations of this Settlement Agreement or exercising its enforcement authority pursuant to 42 U.S.C. § 12188 with respect to violations of the ADA that occur after the Effective Date of this Settlement Agreement.

TERMS OF AGREEMENT

7. The effective date of this Settlement Agreement (“Effective Date”) shall be the date of the Order dismissing with prejudice the First Amended Complaint in Civil Action No. 09-1818-MAM (E.D. Pa.).

8. Nondiscrimination Policy. NLC will implement the NLC Disability Non-Discrimination Policy (“the Policy”) attached hereto as Exhibit A within sixty (60) days of the Effective Date of this Settlement Agreement.

9. Publication and Dissemination of Nondiscrimination Policy. Within ninety (90) days of the Effective Date, NLC shall publicize the Policy to all NLC principals, teachers, and other staff at all facilities in NLC’s national network. The Policy shall also be posted on NLC’s website and all member schools’ websites. Written materials provided to families of applicants and enrollees will include a nondiscrimination statement referencing that the Policy is posted on NLC’s and member schools’ websites. A paper copy of the Policy shall be made available to any person upon request.

10. Training. NLC agrees to provide appropriate training to its regional executives, principals and assistant principals on the Policy and the terms and conditions of this Settlement Agreement within ninety (90) days of the Effective Date, and at a minimum annually thereafter for the term of the Settlement Agreement except as provided in the next sentence. NLC personnel who are required to receive training but who are on leave of absence shall be trained within 90 days of their return to work. NLC shall require teachers/assistant teachers who are currently employed by NLC to execute Exhibit B, attached hereto, within sixty (60) days of the Effective Date. Teachers/assistant teachers who are hired during the term of the Settlement Agreement must execute Exhibit B within ten (10) business days of their hire date. NLC shall retain all executed copies of Exhibit B for the term of this Agreement (as defined herein).

11. ADA Compliance Officer. NLC shall designate a person who reports to corporate senior management at NLC headquarters ("ADA Compliance Officer") who shall be knowledgeable of the terms of the Settlement Agreement and the Policy attached to the Settlement Agreement at Exhibit A, as well as title III of the ADA and its accompanying regulations. The duties of the ADA Compliance Officer are more fully set forth in the Policy attached hereto at Exhibit A.

12. Reporting and Tracking.

a) Within one hundred twenty (120) days of the Effective Date of this Settlement Agreement, NLC will submit a report to the United States stating that NLC has implemented the Policy referenced in paragraph 8, has publicized and disseminated that Policy pursuant to paragraph 9, has completed the training in accordance with paragraph 10, and has designated an ADA Compliance Officer as required by paragraph 11.

b) Two times during the term of this Settlement Agreement, the first time being twelve (12) months from the Effective Date of this Settlement Agreement and the second time being eighteen (18) months from the Effective Date of this Settlement Agreement, NLC shall submit a report to the United States setting forth the following information that shall be gathered based upon actions NLC has taken during the term of the Settlement Agreement with respect to NLC preschool students and preschool applicants only (with the report occurring at eighteen months to include only the actions NLC has taken after those covered in the report that occurred at twelve months):

Category 1 (applicants): the number of applicants identified as disabled during the application process; the number of such applicants who were enrolled and the number of such applicants who were not enrolled on the basis of their disability. As to the number of such applicants who were enrolled, NLC shall set forth the number of applicants who were enrolled but who were not provided a requested modification of NLC policies, practices, or procedures, and the number of applicants who were enrolled and who received such a modification.

Category 2 (current students): the number of current NLC students who were identified as having a disability after their enrollment in an NLC facility; the number of such students who remained enrolled; and the number of such students who were disenrolled as a result of the disability. As to the number of such students who remained enrolled, NLC shall set forth the number of such students who were provided a requested modification of NLC policies,

practices, and procedures and the number of students who were not provided such a requested modification. The reports required pursuant to this paragraph shall be sent by email and Federal Express to the United States as follows: Kathleen P. Wolfe, U.S. Department of Justice, Disability Rights Section, Civil Rights Division, 1425 New York Avenue, N.W., Fourth Floor, Washington D.C. 20005, tel: (202) 353-0368; kathleen.wolfe@usdoj.gov.

(c) NLC shall internally track and compile on the basis of disabilities those students it includes in the reports to the United States. NLC is not required under this Settlement Agreement to provide to the United States the data it has tracked and compiled pursuant to this sub-paragraph (c). The fact that NLC has reported or tracked information regarding a student shall not be an admission that any such student has a "disability" within the meaning of the ADA or any other statute.

13. Monetary Relief for Students Named in First Amended Complaints.

a) NLC agrees to pay up to a total of \$215,000.00 (two hundred fifteen thousand dollars), collectively, to the individual students identified in the First Amended Complaint ("payees"), in exchange for a written release, in the form attached hereto as Exhibit C, executed by at least one of the payee's parent(s) and/or guardian(s), of all ADA claims, legal or equitable, that he or she might have against NLC relating to the claims asserted in this matter. The process and conditions through which releases will be provided and the monetary relief will be provided to each payee is set forth in the following paragraph.

b) Within thirty (30) days of the Effective Date, the United States will provide NLC with the names of each payee, including, as to each payee, a specific reference to the name of the person(s) to whom any check with settlement proceeds is to be made payable, which shall either be the individual named in the First Amended Complaint or an individual on behalf of such individual, and the amount of settlement proceeds to be paid to such payee (the "Payee List"), and such proceeds shall total exactly \$215,000.00 (two hundred fifteen thousand dollars). This information shall be sent by Federal Express to Wendy Beetlestone, Esq., Hangley Aronchick Segal & Pudlin, One Logan Square, 27th Floor, Philadelphia, PA. 19103. Within fourteen (14) days of its receipt of the Payee List, NLC will send to the United States a release form for each such payee, in the form of release attached hereto as Exhibit C, by e-mail and Federal Express, to Kathleen P. Wolfe, U.S. Department of Justice, Disability Rights Section, Civil Rights Division, 1425 New York Avenue, N.W., Fourth Floor, Washington D.C. 20005, kathleen.wolfe@usdoj.gov. The United States will forward the release forms in care of the appropriate payees so that the forms may be executed and returned to the United States. The United States will provide signed release forms to NLC within one-hundred twenty (120) days of receipt from NLC of the release forms for each payee by sending the signed forms to Wendy Beetlestone at the address set forth in this paragraph. Within thirty (30) days of receiving a signed release form, NLC shall send to the United States the corresponding check made out to the person, and in the amount set forth in the Payee List, by Federal Express, to Kathleen P. Wolfe, at the address set forth above in this paragraph. It shall be the sole responsibility of the United States to forward checks with settlement proceeds to payees.

14. General Release. This Settlement Agreement fully and finally resolves any and all of the allegations concerning the students named in the First Amended Complaint and the

allegations made by the United States in Civil Action No. 09-1818-MAM (E.D. Pa.) and D.J. No. 202-82-77, and any and all existing or potential claims under, arising out of, or related to Civil Action number 09-1818-MAM and D.J. No. 202-82-77, including any and all claims that now can or in the future may be cognizable under the facts set forth therein. Except with respect to the obligations and rights created by the Settlement Agreement, the United States does hereby release and absolutely and forever discharge NLC, and its respective shareholders, members, managers, legal successors and assigns, heirs, administrators, subsidiaries, affiliates, attorneys, agents, servants, employees, officers, directors and partners of and from any and all claims, demands, damages, debts, liabilities, accounts, obligations, costs, expenses, actions and causes of action that relate to or could relate to the First Amended Complaint, the facts that gave rise to the First Amended Complaint, or legal theories raised or that could have been asserted based on the facts set forth in the First Amended Complaint, whether now known or unknown, suspected or unsuspected, of which the United States now has, owns or holds, or at any time heretofore may have or had owned or held, known or unknown, suspected or unsuspected, existing as of the date of the execution of this Settlement Agreement.

15. Resolution of the Litigation. Upon execution of this Settlement Agreement, the Parties will jointly request that the Court enter final judgment dismissing with prejudice the United States' claims asserted in this lawsuit against NLC, with each party bearing its own costs.

16. Term of the Settlement Agreement. This Settlement Agreement shall remain in effect for two (2) years from the Effective Date.

17. Consideration. In consideration of, and consistent with all the terms of this Settlement Agreement, the United States agrees to refrain from undertaking further investigation into or pursuing further legal proceedings regarding all claims that relate to or could relate to the First Amended Complaint, the facts that gave rise to the First Amended Complaint, or legal theories raised or that could have been asserted based on the facts set forth in the First Amended Complaint and shall on the Effective Date terminate its investigation of any complaints or matters, whether formal or informal, pending against NLC.

18. Binding. This Settlement Agreement shall be binding on the United States and on NLC, including all principals, agents, executors, administrators, representatives, employees, successors in interest, beneficiaries, assigns, and legal representatives thereof. NLC will notify any successors in interest of all obligations created by the Settlement Agreement and the existence and terms of this Settlement Agreement.

19. Non-waiver. Failure by either party to seek enforcement of this Settlement Agreement pursuant to its terms with respect to any instance or provision will not be construed as a waiver of such enforcement with regard to other instances or provisions.

20. Severability. If any provision of this Settlement Agreement is determined by any court to be unenforceable, the other provisions of this Settlement Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and NLC shall engage in good faith negotiations in order to adopt mutually

agreeable amendments to this Settlement Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

21. Authorization of Signatories. The individuals signing this Settlement Agreement represent that they are authorized to bind the Parties to this Agreement.

22. Entire Agreement. This Settlement Agreement (including its Exhibits) constitutes the entire agreement between the Parties on the matters raised in Civil Action No. 09-1818-MAM (E.D. Pa.) and D.J. No. 202-82-77, and no other statement, promise, or agreement, either written or oral, made by the Parties or agents of the Parties, that is not contained in this written Settlement Agreement and its attachments, shall be enforceable regarding the matters raised herein.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES OF AMERICA:

BY: Eric H. Holder, Jr.

ERIC H. HOLDER, JR.
Attorney General

THOMAS E. PEREZ
Assistant Attorney General
Civil Rights Division

SAMUEL R. BAGENSTOS
Principal Deputy Assistant Attorney General
Civil Rights Division

Of counsel:

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Tel: (202) 307-0663

Date: January 14, 2011

FOR NOBEL LEARNING COMMUNITIES, INC.:

BY: 

GEORGE BERNSTEIN
President and Chief Executive Officer

MARGRET HAGAR
Associate Counsel

Nobel Learning Communities, Inc.
1615 West Chester Pike, Suite 200
West Chester, PA 19382
(484) 947-2000

Date: JANUARY 12, 2011

EXHIBIT A

[PLACEHOLDER PAGE THAT WILL BE FOLLOWED BY POLICY]

NLC Disability Non-Discrimination Policy

- 1) Nobel Learning Communities, Inc. (“NLC”) is committed to providing a fine education to all of its students (which term includes, but is not limited to, any child enrolled in any NLC facility). As part of that commitment, NLC makes its programs, facilities, and services available on a non-discriminatory basis, including to students with disabilities, as required under Title III of the Americans with Disabilities Act, as amended, 42 U.S.C. §§ 12101, *et seq.* (“ADA”).
- 2) In accordance with this commitment, NLC has instituted this Disability Non-Discrimination Policy (“the Policy”).
- 3) NLC shall designate a person who reports to corporate senior management at NLC headquarters (“ADA Compliance Officer”). The ADA Compliance Officer will review for compliance with the Policy all decisions not to enroll a student with a disability, or to disenroll a student with a disability. The ADA Compliance Officer will make notifications on behalf of NLC to parent(s)/guardian(s) as is required by the Policy.
- 4) NLC shall not make unnecessary inquiries into the existence of a disability and shall not impose or apply eligibility criteria that screen out or tend to screen out students with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations (together referred to in the Policy as “NLC Programs and Services”) unless such criteria are necessary for the provision of NLC Programs and Services. 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a).
- 5) In accordance with the ADA, NLC will make reasonable modifications as necessary to afford NLC Programs and Services to students with disabilities unless such modifications result in a fundamental alteration (including an undue burden). Furthermore, NLC is not required to enroll or keep enrolled a student when that student poses a direct threat to the health or safety of others. The terms “fundamental alteration,” “undue burden,” and “direct threat” are defined herein below and in the ADA’s implementing regulations. 28 C.F.R. § 36.302(a); 28 C.F.R. § 36.208(a)-(c); 28 C.F.R. 36.104.
- 6) Reasonable modifications will be considered following any request made by a student’s parent(s)/guardian(s) or upon staff recommendation (provided that such staff recommendation is made after consultation with the student’s parent(s)/guardian(s)). A request for modification made by a parent(s)/guardian(s) must be made to any NLC principal, assistant principal and/or NLC’s ADA Compliance Officer. Such request may be made orally or in writing and need not be “formal” (for instance, it need not use the words “reasonable modification”). However, in the event that a parent(s)/guardian(s) discusses a proposed reasonable modification with a teacher or assistant teacher, the teacher or assistant teacher is obligated to report the request to the regional executive, assistant principal, principal, or NLC’s ADA Compliance Officer, and that will be treated by NLC as a request for a reasonable modification.
- 7) Nothing in the Policy is intended to cause NLC to violate any provision of any state, local or municipal law.

- 8) The Policy shall be interpreted and applied consistently with the requirements of the ADA.
- 9) NLC is entitled to refuse to enroll or disenroll a student in accordance with the provisions of the ADA and the Policy.

Definitions

10) For the purposes of the Policy:

- a) "Disability" means a physical or mental impairment that substantially limits one or more major life activities; a record of such impairment; or being regarded as having such an impairment. 42 U.S.C. § 12102(1); 28 C.F.R. § 36.104.
- b) "Reasonable modifications" are modifications to NLC's policies, practices, or procedures when such modifications are necessary to afford NLC Programs and Services to students with disabilities, unless NLC can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. §12182 (b)(2)(A)(ii); 28 C.F.R. § 36.302(a).
- c) "Undue burden" means significant difficulty or expense. In determining whether an action would result in an undue burden, factors to be considered include: (1) The nature and cost of the action needed; (2) The overall financial resources of the site or sites involved in the action; the number of persons employed at the site; the effect on expenses and resources; legitimate safety requirements that are necessary for safe operation, including crime prevention measures; or the impact otherwise of the action upon the operation of the site; (3) The geographic separateness, and the administrative or fiscal relationship of the site or sites in question to any parent corporation or entity; (4) If applicable, the overall financial resources of any parent corporation or entity; the overall size of any parent corporation or entity with respect to the number of its employees; the number, type, and location of its facilities; and (5) If applicable, the type of operation or operations of any parent corporation or entity, including the composition, structure, and functions of the workforce of any parent corporation or entity. 28 C.F.R. § 36.104.
- d) A "fundamental alteration" is one that fundamentally alters the nature of goods, services, facilities, privileges, advantages, or accommodations afforded by NLC. 28 C.F.R. § 36.302(a).
- e) "Direct threat" means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices or procedures or by the provision of auxiliary aids or services. 28 C.F.R. § 36.208.

Policies and Practices

- 11) During the enrollment process, NLC can make only the following disability-related inquiries on application materials, which inquiries must be posed uniformly on the application materials of all potential enrollees: "Would your child need assistance and/or modifications

to NLC's Programs and Services in order to fully participate in NLC's Programs and Services? (Yes or No – circle one). Any requests for assistance and/or modifications must be made to the school's principal, assistant principal and/or NLC's ADA Compliance Officer.”

- 12) When NLC receives a request for a reasonable modification, NLC will initiate, within a reasonable period of the receipt of the request not to exceed twenty-one (21) calendar days under routine circumstances, a discussion with the parent(s)/guardian(s) to determine whether the student has a disability for which reasonable modifications may be made and to explore what reasonable modifications may be feasible. NLC shall hold open a slot for an applicant with a disability while a reasonable modification decision is being made.
- 13) After receiving a new or revised request for a reasonable modification, or upon determination (after consultation with the student's parent(s)/guardian(s)) by NLC staff that a reasonable modification may be appropriate, NLC may consult, as necessary at its discretion, with NLC educators or administrators, with the student's parent(s)/guardian(s), with experts suggested by the parent(s)/guardian(s), and any expert or experts retained or employed by NLC, as needed, in order to determine whether the student may be enrolled or may continue to be enrolled with reasonable modification.
- 14) When NLC receives a request for reasonable modification, or NLC staff have determined (after consultation with the student's parent(s)/guardian(s)) that a reasonable modification may be appropriate, parent(s)/guardian(s) may submit any information they deem relevant to NLC's decision (including, but not limited to, statements from the student's medical or treating professional), and NLC may ask the student's parent(s)/guardian(s), in writing, for the following information:
 - a) A description from a health care or learning professional of how the student's impairment may limit his or her participation in NLC's Programs and Services. This description may include:
 - i) The specific limitation of the student;
 - ii) A description of the duration and severity of the condition;
 - iii) Any modifications to NLC Programs and Services which the health care or learning professional suggests are necessary to permit the student to participate in NLC Programs and Services.
 - b) If one exists, an educational evaluation, such as an Individualized Family Service Plan (“IFSP”), Individualized Educational Plan (“IEP”) or other professional evaluation or assessment of the student. However, to the extent that such information is provided, the parent(s)/guardian(s) of the student may redact any sensitive personal information contained therein, including information on the student's family members (such as medical history or genetic information regarding a student's sibling(s), parent(s) or guardian(s)) as long as that information is unrelated to the core objectives of the IEP or similar plan.
 - c) A description of the circumstances in which NLC should notify the parent(s)/guardian(s) of changes in a student's condition or seek emergency medical attention.

- 15) The information provided pursuant to the immediately previous paragraph is for the exclusive purpose of enabling NLC to make a decision about whether reasonable modifications in its policies, practices, or procedures can be made if necessary to provide NLC Programs and Services to a student with a disability and for use in providing NLC Programs and Services to such student. The information shall be shared, on an as-needed basis, only with NLC staff involved in the reasonable modification determination and who are involved in the implementation of any reasonable modification.

If NLC believes that it lacks enough information to decide whether it can make reasonable modifications for the student, NLC will use its best efforts to describe with specificity what additional information it needs and will contact the parent(s)/guardian(s) in writing and request such additional information. NLC will notify parent(s)/guardian(s) that, under routine circumstances, if they provide no further information within twenty-one (21) calendar days, NLC may proceed with its reasonable modification decision without that information.

- 16) In determining whether a requested modification is reasonable, NLC personnel shall take into account the following:
- a) Whether the requested modification if provided would require a fundamental alteration to NLC Programs and Services.
 - b) Whether the requested modification would result in an undue burden.
 - c) NLC is not required to enroll, or keep enrolled, a student when that student poses a direct threat to the health or safety of others. 28 C.F.R. §36.208 (a)-(c).
 - d) If a modification request includes the presence of one or more individual aides, assistants, para-educators or support providers to assist the student:
 - i) NLC shall not deny admission to or disenroll a student with a disability because the student needs the assistance of an aide, assistant, para-educator or support provider, whether in or outside of the classroom, unless such modification would fundamentally alter NLC Programs and Services or result in an undue burden. NLC shall not be required to provide or pay for non-NLC employed individual aides, assistants, para-educators or support providers.
 - ii) NLC is not required to enroll, or keep enrolled, a student when that student poses a direct threat to the health or safety of others. 28 C.F.R. §36.208(a)-(c).
 - iii) NLC may require that the parent(s)/guardian(s) of a student who has been professionally evaluated through an IEP, an IFSP, or similar evaluation provided through the student's parent(s)/guardian(s) as requiring one-on-one assistance at all times in a classroom ensure that the aide, assistant, para-educator or support provider be present at all times. NLC will make reasonable modifications to allow such students to attend NLC Programs and Services unless such reasonable modifications result in a fundamental alteration (including an undue burden).
 - iv) NLC shall be entitled to ensure that any aide, assistant, para-educator or support provider provided by other persons or entities meets all requirements that apply to

- other non-NLC educational service providers who provide services directly to students and who come into NLC schools.
- v) Where NLC has some concern about the presence of multiple aides in a single classroom, NLC will evaluate on a case-by-case basis and in accordance with the ADA and this Policy whether in a particular instance the presence of multiple aides in a single classroom will constitute a fundamental alteration to NLC Programs or Services or result in an undue burden.
 - vi) NLC may impose legitimate safety requirements that are necessary for safe operation. Safety requirements must be based on actual risks and not on mere speculation, stereotypes, or generalizations about individuals with disabilities. 28 C.F.R. § 36.301(b).
- 17) NLC will not admit a prospective student or may disenroll a student whose parent(s)/guardian(s) unreasonably withhold their cooperation (such as by refusing to provide information necessary to making a reasonable modification determination) during the reasonable modification process.
- 18) Decisions about whether to provide reasonable modifications to NLC's Programs and Services for a given student will be reduced to writing, signed by the principal and the student's parent(s)/guardian(s) and provided to the parent(s)/guardian(s) in the form of a modification plan within a reasonable period following NLC's receipt of the information needed to make its decision (which period is not to exceed twenty-one (21) calendar days, under routine circumstances, from the date of NLC's receipt of the information needed to make its decision).
- 19) NLC may refuse to enroll or may disenroll a student if that student's parent(s)/guardian(s) fail to sign the modification plan within a reasonable time of the receipt by the parent(s)/guardian(s) of the modification plan, such time not to exceed twenty-one (21) calendar days under routine circumstances from the date of the communication of the modification plan to the parent. The twenty-one (21) day time frame referenced in this paragraph shall be communicated to the parent(s)/guardian(s) upon transmission to them of the modification plan.
- 20) The modification plan will describe the student's disability and any identified limitations caused by the disability, any modifications requested, any modifications agreed to, and next review date (if one is scheduled). Modification plans may be reviewed earlier than the review date at the discretion of NLC or at the request of a student's parent(s)/guardian(s). If NLC determines that a requested modification is not reasonable, NLC will communicate the decision summarizing the reasons for the decision to the parent(s)/guardian(s) in writing (signed by the ADA Compliance Officer) within a reasonable time after the decision, not to exceed twenty-one (21) calendar days under routine circumstances, and will not enroll or will disenroll the student.

EXHIBIT B

**ACKNOWLEDGEMENT OF TEACHER/ASSISTANT TEACHER REGARDING NLC
DISABILITY NON-DISCRIMINATION POLICY**

I hereby acknowledge that I have read the NLC Disability Non-Discrimination Policy.

I further acknowledge that I will report any requests for modifications related to a disability to a regional executive, assistant principal, principal, or NLC's ADA Compliance Officer. I understand that such requests may be in writing (including, but not limited to, notes, letters, faxes, and email) or may be made orally.

Signed this _____ day of _____, 20__

NAME OF TEACHER/ASSISTANT TEACHER
(signature)

NAME OF TEACHER/ ASSISTANT TEACHER
(printed)

EXHIBIT C

RELEASE OF ADA CLAIMS

D.J. No. 202-82-77, Civil Action No. 09-1818-MAM (E.D. Pa.)

For and in consideration of the acceptance of \$ _____ (dollars) in damages, offered to me/us (for and as parent(s) and/or guardian(s) of the minor _____), by Nobel Learning Communities, Inc. (NLC), pursuant to a Settlement Agreement resolving *United States v. Nobel Learning Communities, Inc.*, Civ. Action No. 09-1818-MAM, in the U.S. District Court for the Eastern District of Pennsylvania: I/we, the parent(s) and/or guardian(s) of _____, do forever release and discharge NLC, and its respective shareholders, members, managers, legal successors and assigns, heirs, administrators, subsidiaries, affiliates, insurers, successors and assigns, and its current, past and future shareholders, attorneys, agents, servants, employees, officers, directors and partners of and from any and all legal and equitable claims under title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181-12189, arising out of or related to D.J. No. 202-82-77 and Civil Action No. 09-1818-MAM (E.D. Pa.), that may hereinafter be sustained by the said minor or the undersigned, in consequence of the above-referenced minor's alleged exclusion from/disenrollment from/other discrimination on the basis of disability by NLC.

The undersigned agree(s) as a further consideration and inducement for this release, that it shall apply to all unknown and unanticipated injuries and damages directly and indirectly resulting from the above-referenced minor's alleged exclusion from/disenrollment from/other discrimination on the basis of disability by NLC, as well as to those disclosed.

The undersigned further understand(s) and agree(s) that said payment is made to terminate further controversy respecting all claims for damages that said minor or the undersigned have or might personally or through personal representatives hereafter assert because of the above-referenced minor's alleged exclusion from/disenrollment from/other discrimination on the basis of disability by NLC.

This Release constitutes the entire agreement between myself/ourselves and NLC as of the date of signature, below, without exception or exclusion, concerning the ADA matter raised in D.J. No. 202-82-77 and in Civil Action No. 09-1818-MAM (E.D. Pa.). This Release will be considered null and void in the event that NLC fails to provide compensation as established above.

I/we acknowledge that a copy of the Settlement Agreement in Civil Action No. 09-1818-MAM has been made available to me/us. I/we further acknowledge that I/we have had the opportunity to review the terms of this Release with an attorney of my/our choosing, and, to the extent that I/we have not obtained that legal advice, I/we voluntarily and knowingly waive my/our right to do so.

I/WE HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I/WE EXECUTE THIS RELEASE OF MY/OUR OWN FREE ACT AND DEED.

Signed this _____ day of _____, 2011.

NAME (Parent or Guardian)

NAME (Parent or Guardian)

Sworn and subscribed to before me this _____ day of _____, 2011.

Notary public

My commission expires: _____