

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
IMAGINATION ISLAND OF FLEMING ISLAND, INC.**

D.J. No. 202-17M-645  
USAO No. 2023V04110

**I. BACKGROUND**

1. The Parties to this Settlement Agreement (“Agreement”) are the United States of America (“United States”) and Imagination Island of Fleming Island, Inc. (“Imagination Island”), located in Fleming Island, Florida.
2. This matter was initiated by a complaint filed with the United States Department of Justice (DOJ) against Imagination Island, D.J. No. 202-17M-645/USAO No. 2023V04110, alleging violations of Title III of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12181 *et seq.*, and DOJ’s implementing regulation, 28 C.F.R. Part 36.
3. In the complaint, the parents of a three-year-old child (“Complainants”), allege that, on or about October 16, 2023, Imagination Island, a day care facility which provides childcare services for children ages six weeks to pre-kindergarten-age, terminated the enrollment of their son (“Student”) once Complainants notified Imagination Island that the Student was diagnosed with epilepsy.

**II. INVESTIGATION AND DETERMINATIONS**

4. The Attorney General is authorized to investigate alleged violations of Title III of the ADA and to bring a civil action in federal court if the United States is unable to secure voluntary compliance in any case that involves a pattern or practice of discrimination or that raises issues of general public importance. 42 U.S.C. § 12188(b); 28 C.F.R. § 36.503.
5. Title III of the ADA prohibits public accommodations from discriminating against an individual on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations (“goods or services”). 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201. In general, Title III prohibits public accommodations from subjecting an individual on the basis of disability to a denial

of the opportunity to participate in or benefit from its goods or services. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a). Specifically, a public accommodation shall not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods or services being offered, unless such criteria can be shown to be necessary for the provision of such goods or services. 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a). A public accommodation shall make reasonable modifications in policies, practices, or procedures necessary to afford an individual with a disability the goods or services of the public accommodation, unless the public accommodation can demonstrate that making such modifications would fundamentally alter the nature of such goods or services. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a). Title III also prohibits public accommodations from discriminating against an individual because of the known disability of an individual 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.

6. Ensuring that places of public accommodations, including private day care centers, do not discriminate against individuals with disabilities and those associated with them is an issue of general public importance. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. § 36.503(b).
7. The Imagination Island facility is a place of public accommodation covered by Title III of the ADA because it is a day care center. 42 U.S.C. § 12181(7)(K); 28 C.F.R. § 36.104. Accordingly, Imagination Island is a public accommodation subject to the requirements of the ADA because it is a private entity that owns, leases, leases to, or operates a place of public accommodation. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.104.
8. An “individual with a disability” is a person who has a physical or mental impairment that substantially limits one or more major life activities. 42 U.S.C. § 12102(1); 28 C.F.R. § 36.105. Epilepsy is a physical or mental impairment. 28 C.F.R. § 36.105(b)(2). An episodic impairment is a disability if it substantially limits a major life activity when active. 42 U.S.C. § 12102(4)(D); 28 C.F.R. § 36.105(d)(1)(iv). A major life activity includes the operation of a major bodily function, such as neurological functioning. 42 U.S.C. § 12102(2)(B); 28 C.F.R. § 36.105(c)(1)(ii). The Student, who has epilepsy, is an individual with a disability because he is substantially limited in his neurological functioning when his epilepsy is active.

9. Complainants are known to have a relationship or association with the Student, an individual with a disability, because they, as his parents, have a known familial relationship with him. *See* 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205.<sup>1</sup>
10. After a careful review of the information and documents obtained during the investigation, the United States has determined that Imagination Island violated Title III of the ADA and DOJ's implementing regulation. 42 U.S.C. §§ 12181-12189; 28 C.F.R. pt. 36. Imagination Island discriminated against Complainants and their son by denying the Student the opportunity to participate in and benefit from its services on the basis of the Student's epilepsy. 42 U.S.C. § 12182(b)(1)(A)(i); 28 C.F.R. § 36.202(a). Specifically, Imagination Island applied eligibility criteria that screened out the Student, *see* 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a), and failed and refused to make the reasonable modifications to its policies, practices, or procedures that were necessary to afford its services to the Student. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302(a).
11. The Student had been attending Imagination Island since on or around June 1, 2023. Complainants enrolled the Student to attend Imagination Island four days per week.
12. On the evening of Tuesday, October 10, 2023, the Student had a seizure while at home. Complainants took the Student to the emergency room, where he was diagnosed with focal motor epilepsy and prescribed medication. Complainants and the Student were released from the hospital the next day, Wednesday, October 11th.
13. Complainants called Imagination Island early in the morning on Thursday, October 12th, to inform them of the Student's seizure and epilepsy diagnosis. Complainants advised an Imagination Island staff member that the Student would stay home for the rest of the week while they monitored his adjustment to his newly prescribed medication and that they needed to speak with Imagination Island's Director regarding an emergency action plan.
14. On Monday, October 16, 2023, Complainants called Imagination Island to speak with the Director regarding the Student's diagnosis and emergency action plan, but the Director was unavailable.
15. That same day, the Director sent Complainants an e-mail, stating:

---

<sup>1</sup> *See also United States v. Nobel Learning Cmty.*, No. 1:17-CV-366, 2018 WL 2134034, at \*6 n.4 (D.N.J. May 9, 2018) (affirming United States adequately pled associational discrimination claim against day care center on behalf of parents of a child with a disability because "[i]t is a known and obvious result of putting a child in daycare that a parent is relieved of some of its parental responsibility for the period of time for which the child is in daycare, whether or not that is the intended benefit").

- a. “We want to let you know that we have been very concerned about [Student] and his diagnosis. I know this had to be such a difficult time for all of you as you were learning about his condition and all that came along with that. It is the most difficult of times when our children are sick, and we know how stressful that can be on a family. We understand that you want [Student] to return to school. However, unfortunately based on the diagnosis[,] we are neither equipped or certified to have him attend school with his condition. In an emergency situation with [Student] needing medical care[,] we would be understaffed and untrained and therefore we would not be capable of providing [Student] with the essential care needed. Additionally, we would be compromising the well being of the other children because we would not have the amount of staff necessary to maintain proper supervision and a calm reassuring environment. As much as we would love to be able to provide care for [Student], it would be unprofessional and irresponsible of us to attempt to do so in a discipline for which we are completely untrained. We hope you do understand, and we do appreciate you all so much for choosing Imagination Island for his initial preschool experience. We wish you all the very best always and pray for good health for him.”
16. As a result, Complainants were forced to care for the Student full time while they sought new childcare, which caused them to alter their employment schedules, take leave from employment, and ultimately incur unforeseen costs to enroll the Student at a new day care facility.
17. Imagination Island denies the allegations of the complaint and maintains that, since its inception, it has fully and faithfully complied with the terms and provisions of Title III of the ADA, the DOJ’s implementing regulation, and all other applicable federal, state, and local laws and regulations. Imagination Island claims that nothing in this Settlement Agreement shall operate or be construed as an admission of any fault, liability, or wrongdoing, any such liability or wrongdoing being expressly denied. Imagination Island has entered into this Settlement Agreement solely to avoid the burden and expense of litigation. Accordingly, Imagination Island forcefully denies that it failed to conform to the procedural and substantive requirements of Title III of the ADA.
18. In consideration of the terms of this Settlement Agreement and Imagination Island’s full and complete cooperation with this investigation, the Attorney General agrees to refrain from undertaking further action in this matter, except as provided in Section V(37).

19. The parties agree to resolve this matter as set forth below.

### **III. REMEDIAL ACTION**

20. The ADA authorizes the Attorney General to seek equitable relief on behalf of individuals aggrieved as the result of violations of the ADA, including but not limited to providing an auxiliary aid or service, modification of policy, practice, or procedure, or alternative method. 42 U.S.C. § 12188(b)(2)(A)(ii); 28 C.F.R. § 36.504(a)(1)(ii).

21. Effective immediately, Imagination Island agrees it will not: (i) discriminate against any individual on the basis of disability, or on the basis of any individual's association or relationship with an individual with a disability, in the full and equal enjoyment of its goods, services, privileges, advantages, or accommodations; (ii) subject any individual on the basis of disability to a denial of the opportunity to participate in or benefit from its goods or services; (iii) impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods or services being offered, unless such criteria can be shown to be necessary for the provision of such goods or services; or (iv) fail to make reasonable modifications to policies, practices, and procedures when such modifications are necessary to afford access to such goods or services to individuals with disabilities, unless it demonstrates that the requested modifications would fundamentally alter the nature of its goods or services.

22. With respect to its obligation to provide reasonable modifications, Imagination Island agrees that, in any group childcare setting, most children will need periods of individualized attention occasionally, that a teacher or staff member may be required at times to provide such individualized attention, and that it must make any reasonable modifications necessary to integrate children with disabilities that would not constitute a fundamental alteration to Imagination Island's goods, services, facilities, privileges, advantages, or accommodations, nor pose a direct threat to the health or safety of others. *See* 42 U.S.C. § 12182(b)(2); 28 C.F.R. §§ 36.208, 36.302.

23. Imagination Island will adopt, maintain, and enforce the non-discrimination statement ("Non-Discrimination Policy") attached hereto, and incorporated by reference herein as Exhibit 1 to this Agreement, regarding the prohibition of discrimination on the basis of disability. Within forty-five (45) days of the effective

date of this Agreement, Imagination Island will post a copy of this non-discrimination statement on its website.

24. During the term of this Agreement, Imagination Island further agrees not to modify the Non-Discrimination Policy without the prior written consent of the United States. Imagination Island will print and maintain copies of the Non-Discrimination Policy in a central location, provide the Non-Discrimination Policy to any interested party requesting it, and will incorporate the Non-Discrimination Policy into its standard operating policies, including but not limited to its parent handbook, in accordance with the ADA and applicable state and local law.
25. When informed that a child who has applied to or is already enrolled at Imagination Island has a disability, Imagination Island will advise the child's parent(s), guardian(s), or caretaker(s) of the Non-Discrimination Policy, and advise that Imagination Island complies with the Policy, as well as all applicable federal, state, and local laws. Imagination Island will also provide parent(s), guardian(s), or caretaker(s) of children with disabilities with information regarding the process for requesting a reasonable modification to Imagination Island's policies, practices, or procedures.
26. Imagination Island 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 to this Agreement.
27. When informed that one of its students has been diagnosed with epilepsy or a child with epilepsy has applied for enrollment to Imagination Island or its programs, Imagination Island will advise the child's parent(s), guardian(s), or caretaker(s) of the EASMA Policy and Procedure and that it complies with all applicable federal, state, and local laws.
28. Imagination Island will print and maintain copies of the EASMA Policy and Procedure in a central location, will provide the EASMA Policy and Procedure to any interested party requesting it or a reasonable modification of policies, practices, or procedures, and will incorporate the EASMA Policy and Procedure into its standard operating policies and handbooks, including but not limited to its parent handbook, in accordance with applicable state and local law.
29. Imagination Island may require the child's parent(s), guardian(s), or caretaker(s) to provide Imagination Island with a completed Questionnaire for a Parent/Guardian of a Student with Seizures/Epilepsy ("Questionnaire") (Attachment 1 to Exhibit 2).

In addition, as part of its EASMA Policy and Procedure, Imagination Island will develop and adopt a Seizure Emergency Action Plan (Attachment 2 to Exhibit 2). Such forms are intended to ensure that Imagination Island has individualized information and instructions relating to the management of each child's seizure disorder. Imagination Island may require the child's parent(s), guardian(s), or caretaker(s) to provide Imagination Island with a completed Seizure Emergency Action Plan and Questionnaire signed by the child's parent(s), guardian(s), or caretaker(s) and the child's primary care physician or treating neurologist, as applicable.

30. Imagination Island shall require all staff or employees—who provide, even in part, day care services for the children who attend Imagination Island—to participate in and complete annual training on epilepsy seizures and the administration of diazepam rectal gel (Diastat). The basic training shall include: (1) a general overview of epilepsy; (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 Questionnaire; (4) proper storage of Diastat medication pursuant to Imagination Island's policies and procedures; (5) how to appropriately administer Diastat; and (6) steps to follow after the administration of Diastat.
31. The parent(s), guardian(s), or caretaker(s) of any child with epilepsy is responsible for providing, at their cost, all necessary equipment and supplies for the administration of diazepam rectal gel (Diastat).
32. Within ninety (90) days of the effective date of this Agreement, Imagination Island will provide training on all policies, practices, and procedures mentioned or referred to in Section III of this Agreement. To the extent not otherwise covered, Imagination Island will also provide training on the non-discrimination requirements under Title III of the ADA to all employees. Imagination Island shall provide new employees hired during the term of this Agreement with the training set forth in Section III within thirty (30) days of their start date.
33. **Complaints.** During the term of this Agreement, Imagination Island will notify the United States of any lawsuit, complaint, charge, or grievance, whether formal or informal, alleging discrimination by Imagination Island on the basis of disability. Such notification must be provided in writing within fifteen (15) days of when Imagination Island has received notice of the allegation and must include at a minimum, the nature of the allegation, the name of the individual(s) or entity(s)

bringing the allegation, and any documentation possessed by Imagination Island relating to the allegation.

34. **Retaliation.** Imagination Island will not retaliate against or coerce in any way any person who is trying to exercise their rights under this Agreement or the ADA.
35. Any notices or information provided to the United States related to this Agreement shall be sent by Imagination Island via electronic mail or via overnight mail to:

Alexandra N. Karahalios  
United States Attorney's Office  
Middle District of Florida  
35 S.E. 1<sup>st</sup> Avenue, Suite 300  
Ocala, FL 34471  
[Alexandra.Karahalios@usdoj.gov](mailto:Alexandra.Karahalios@usdoj.gov)

#### **IV. MONETARY RELIEF FOR COMPLAINANTS**

36. The ADA authorizes the Attorney General to seek compensatory damages on behalf of individuals aggrieved as the result of violations of the ADA. 42 U.S.C. § 12188(b)(2)(B); 28 C.F.R. § 36.504(a)(2).
37. Imagination Island agrees to pay Complainants four thousand dollars (\$4,000.00) in damages ("Settlement Payment") to resolve all allegations of harm Complainants and the Student are alleged to have endured as a result of Imagination Island's termination of the Student's enrollment. The Settlement Payment shall be made in monthly installments of five hundred dollars (\$500.00). Imagination Island will, within sixty (60) days of the effective date of this Agreement, send Complainants, by certified mail, return receipt requested, or by overnight delivery, the first check for five hundred dollars (\$500.00) dollars, and do the same every month for the seven months thereafter, or until the Settlement Payment is otherwise fully paid. Imagination Island will also provide to the United States a copy of all of the checks and transmittal letters sent to Complainants.

#### **V. ENFORCEMENT**

38. **Compliance Monitor.** Within thirty (30) days of the effective date of this Agreement, Imagination Island shall designate and maintain one individual who shall have responsibility for monitoring compliance with this Agreement, including ensuring that Imagination Island adopts and implements the policies, practices, and



procedures set forth in Section III. Imagination Island shall provide the designated individual with sufficient authority and resources to perform the tasks required by this Agreement, including review of all reasonable modification requests and any decisions to deny admission to, exclude from enrollment, or disenroll a child with a known or suspected disability. The designated individual shall maintain records regarding their review of all reasonable modification requests and all decisions to deny admission to, exclude from enrollment, or disenroll a child with a known or suspected disability. The contact information for the individual designated shall be publicized in Imagination Island's parent handbook and disseminated with application materials provided to parent(s), guardian(s), or caretaker(s) of prospective enrollees. Moreover, the designated Compliance Monitor shall have the following reporting obligations to the United States:

- a. Within sixty (60) days of the effective date of this Agreement, the Compliance Monitor shall submit to the United States, for review and approval, copies of any and all documents—including, but not limited to, a Questionnaire for Parent/Guardian of a Student with Seizures/Epilepsy and a Seizure Emergency Action Plan—that Imagination Island intends to require a child's parent(s), guardian(s), or caretaker(s) to provide Imagination Island pursuant to Paragraph 29 of this Agreement;
- b. Within sixty (60) days of the effective date of this Agreement, the Compliance Monitor shall submit to the United States, for review and approval, a description and copies—to the extent available—of the training materials Imagination Island proposes to use to satisfy its obligation under Paragraph 30 of this Agreement. Imagination Island may propose to use training materials produced and promulgated by a third-party entity, subject to review and approval by the United States;
- c. Within 120 days of the effective date of this Agreement, the Compliance Monitor shall submit to the United States a report certifying that Imagination Island has completed all of its obligations, required by that date, under Sections III and IV of this Agreement, as well as documentation to substantiate the same. This documentation includes, but is not limited to: substantiation that Imagination Island has complied with its obligation under Paragraph 23 of this Agreement; records of any documents Imagination Island has provided and received regarding children in its care with seizures, epilepsy, or other disabilities; proof that required training has been completed; a statement regarding whether Imagination Island has received any complaints, pursuant to Paragraph 33 of this Agreement; proof of payment installments Imagination Island has made to Complainants; and any other documentation Imagination Island may deem necessary to provide or the

United States requests to verify Imagination Island's compliance with this Agreement; and

- d. Throughout the Term of this Agreement, the Compliance Monitor shall submit to the United States a status report every six (6) months from the effective date of this Agreement. The status report shall certify whether Imagination Island is meeting all of its obligations under Sections III and IV of this Agreement and provide documentation to substantiate the same. This documentation includes, but is not limited to: substantiation that Imagination Island has complied with its obligation under Paragraph 23 of this Agreement; records of any documents Imagination Island has provided and received regarding children in its care with seizures, epilepsy, or other disabilities; proof that required training has been completed; a statement regarding whether Imagination Island has received any complaints, pursuant to Paragraph 33 of this Agreement; proof of payment installments Imagination Island has made to Complainants; and any other documentation Imagination Island may deem necessary to provide or the United States requests to verify Imagination Island's compliance with this Agreement.

39. **Enforcement Agreement.** The United States may review compliance with this Agreement at any time. If the United States believes Imagination Island has failed to comply in a timely manner with any requirement of this Agreement without obtaining sufficient advance written agreement with the United States for a modification of the relevant terms, the United States will so notify Imagination Island in writing and will attempt to resolve the issue(s) in good faith. If the United States is unable to reach a satisfactory resolution of the issue(s) raised within thirty (30) days of the date it provides notice to Imagination Island, it may institute a civil action in the United States District Court for the Middle District of Florida to enforce the terms of this Agreement or the requirements of Title III of the ADA.

40. **Non-Waiver.** Failure by the United States to enforce this Agreement with regard to any deadline or any other provision herein will not be construed as a waiver of the United States' right to enforce other deadlines and provisions of this Agreement.

41. **Deadlines.** Any deadlines listed in this Agreement that fall on a weekend or federal holiday will be extended to the next business day.

42. **Copies Available.** A copy of this Agreement may be made available by the United States or Imagination Island to any person and will be provided by the United States in hard copy upon request.

43. **Resolution of Claims.** This Agreement fully and finally resolves any and all of the allegations of the complaint in this case.

44. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement (including its Exhibits and Attachments, which are hereby incorporated by reference), will be enforceable. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect. This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law. This Agreement does not affect Imagination Island's continuing responsibility to comply with all aspects of the ADA.

45. **Binding Effect.** This Agreement shall be binding on Imagination Island, its agents, and its employees. In the event Imagination Island seeks to transfer or assign all or part of its interest in the day care center, and the successor or assign intends on carrying on the same or similar use of the facility, as a condition of sale, Imagination Island shall obtain the written agreement of the successor or assign to comply with any obligations remaining under this Agreement for the remaining term of this Agreement.

46. **Term of the Agreement.** This Agreement will remain in effect for two (2) years.

47. **Effective Date and Signatory.** The effective date of this Agreement is the date of the last signature below. A signatory to this document in a representative capacity for Imagination Island represents that they are authorized to bind that party to this Agreement.

FOR IMAGINATION ISLAND OF  
FLEMING ISLAND, INC.:



---

LISA GREENE  
Owner and Operator  
Imagination Island of Fleming Island,  
Inc.  
2280 Village Square Parkway  
Fleming Island, Florida 32003

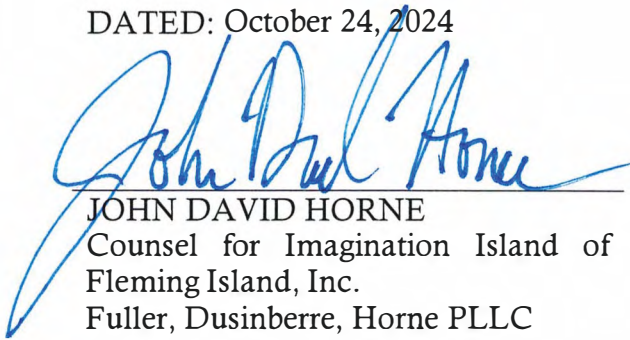
DATED: October 24, 2024



---

RICHARD GREENE  
Owner and Operator  
Imagination Island of Fleming Island,  
Inc.  
2280 Village Square Parkway  
Fleming Island, Florida 32003

DATED: October 24, 2024



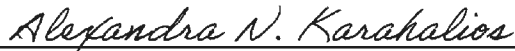
---

JOHN DAVID HORNE  
Counsel for Imagination Island of  
Fleming Island, Inc.  
Fuller, Dusingberre, Horne PLLC  
1845 East West Parkway  
Suite 18  
Fleming Island, Florida 32003

DATED: October 24, 2024

FOR THE UNITED STATES OF  
AMERICA:

ROGER B. HANDBERG  
United States Attorney



---

ALEXANDRA N. KARAHALIOS  
Assistant United States Attorney  
United States Attorney's Office  
Middle District of Florida  
35 S.E. 1<sup>st</sup> Avenue, Suite 300  
Ocala, Florida 34471

DATED: October 25, 2024

# **EXHIBIT 1**

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

Imagination Island of Fleming Island, Inc. ("Imagination Island"), consistent with the Americans with Disabilities Act of 1990 (ADA), will not discriminate against any individual on the basis of disability in the full and equal enjoyment of its goods, services, privileges, advantages, or accommodations ("goods or services"). Imagination Island will also not discriminate against any individual because of the known disability of an individual with whom the individual is known to have a relationship or association. Imagination Island will additionally not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods or services being offered, unless such criteria can be shown to be necessary for the provision of such goods or services.

Imagination Island understands that, in any group childcare setting, most children will need individualized attention occasionally, that a teacher or staff member may be required at times to provide such individualized attention, and that Imagination Island must make any reasonable modifications necessary to integrate children with disabilities that would not constitute a fundamental alteration to Imagination Island's goods or services. Imagination Island will therefore make reasonable modifications to policies, practices, or procedures where necessary to afford its goods or services to an individual with a disability, unless making such modifications would fundamentally alter the nature of Imagination Island's goods or services.

Upon receiving a request for a modification, Imagination Island will initiate an interactive process with the parent(s), guardian(s), or caretaker(s) to explore what reasonable modification(s) may be appropriate pursuant to the ADA. Imagination Island will provide a response to a request for a reasonable modification in writing, within fourteen (14) days from the date the request is received. Imagination Island may:

1. Make a narrowly tailored request for medical documentation relating to the child's disability and the need for reasonable modification(s);
2. Grant the request;
3. Deny the request, provided that if a request for modification is denied, Imagination Island shall document each reason for the denial of the request and shall immediately notify the child's parent(s), guardian(s), or caretaker(s) in writing, of the reason(s) for the denial; or

4. If Imagination Island denies a request, the child's parent(s), guardian(s), or caretaker(s) may appeal that decision by notifying Imagination Island in writing within fourteen (14) days from the date the denial is received, at which time Imagination Island and the child's parent(s), guardian(s), or caretaker(s) will attempt to agree on a reasonable modification. Any decision by Imagination Island to maintain its denial of such request or other resolution between the parties reached during this subsequent process will be final.

## **EXHIBIT 2**

### **EMERGENCY ANTI-SEIZURE MEDICATION ADMINISTRATION POLICY AND PROCEDURE**

Imagination Island of Fleming Island, Inc. ("Imagination Island") is committed to complying fully with the Americans with Disabilities Act of 1990 (ADA) and other applicable laws and regulations pertaining to individuals with disabilities.

Children with epilepsy who attend Imagination Island will require assistance in the event of a seizure. Some children will require the administration of an emergency anti-seizure medication, a diazepam rectal gel (Diastat), in the event of a prolonged or an acute repetitive seizure. The Director shall designate those staff members who are trained and authorized to administer Diastat. Training of the 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). When a trained staff member determines that the administration of Diastat to a student is necessary, the parent(s), guardian(s), or caretaker(s) and the Director shall also be notified immediately.

Before school personnel will administer an emergency anti-seizure medication to a child in an emergency situation, the student's parent(s), guardian(s), or caretaker(s) shall provide Imagination Island with a completed Seizure Emergency Action Plan signed by the parent(s), guardian(s), or caretaker(s) and the student's primary care physician or treating neurologist. In addition, the student's parent(s), guardian(s), or caretaker(s) shall provide Imagination Island a completed Seizure Emergency Action Plan completed by the student's parent(s), guardian(s), or caretaker(s) and primary care physician or treating neurologist. Prior to its date of expiration, the prescribed medication shall be supplied to Imagination Island in its original package with the dosage locked in by the dispensing pharmacy. The parent(s), guardian(s), or caretaker(s), and the Director of Imagination Island, or the Director's designee, will verify that the correct dosage is visible in the display window and the green "ready" band is visible. The medication shall be dispensed in emergency circumstances and thus, a parent, guardian, or caretaker must complete the medication log in the child's classroom in accordance with Imagination Island's medication procedures.

Diastat is not to be used more than 5 times a month and/or more than once in 5 days, according to manufacturer dosing recommendations. Any exceptions to this rule must be specified in the student's Seizure Emergency Action Plan and contained in the Questionnaire for a Parent/Guardian of a Student with Seizures/Epilepsy.

A student's parent(s), guardian(s), or caretaker(s), who has given Imagination Island 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, prescription, or over-the-counter medicines are administered to the student at a time when the student is not present at Imagination Island. Such notification shall be given before or at the beginning of the next school day which the student attends.

A parent, guardian, or caretaker'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.

## **ATTACHMENTS**

- |               |  |
|---------------|--|
| Attachment 1: | Sample Questionnaire for a Parent/Guardian of a Student with Seizures/Epilepsy |
| Attachment 2: | Sample Seizure Emergency Action Plan   |



# ATTACHMENT 1: QUESTIONNAIRE FOR A PARENT/GUARDIAN OF A STUDENT WITH SEIZURES/EPILEPSY

Please complete all questions. This information is essential for the day care staff in determining your child's needs and providing a positive and supportive learning environment. If you have any questions about how to complete this form, please contact Imagination Island's Director.

Student Name	School Year	Date of Birth	
Parent/Guardian	Phone	Work	Cell
Parent/Guardian Email			
Other Emergency Contact	Phone	Work	Cell
Student's Neurologist	Phone	Location	
Student's Primary Care Doctor	Phone	Location	

## SEIZURE INFORMATION

Seizure Type	How Long it Lasts	How Often	What Happens

1. Date of seizure/epilepsy diagnosis: \_\_\_\_\_
2. What might trigger a seizure in your child? \_\_\_\_\_
3. Are there any warning signs and/or behavior changes before the seizure occurs? YES NO  
a. If YES, please explain: \_\_\_\_\_
4. When was your child's last seizure? \_\_\_\_\_
5. Has there been any change in your child's seizure patterns? YES NO  
a. If YES, please explain: \_\_\_\_\_
6. How does your child react after a seizure is over? \_\_\_\_\_
7. How do other illnesses affect your child's seizure control? \_\_\_\_\_
8. Significant medical history or conditions: \_\_\_\_\_

## BASIC FIRST AID: CARE AND COMFORT

9. Basic first aid procedures<sup>2</sup> to take when your child has a seizure at day care: \_\_\_\_\_

<sup>2</sup> Examples: stay calm; track time; keep child safe; do not restrain or put anything in mouth; stay with child until fully conscious; record seizure in log. Tonic-clonic seizures: protect head; keep airway open/watch breathing; turn child on side.

10. Will your child need to leave the classroom after a seizure? YES NO  
 a. If YES, what process would you recommend for returning your child to classroom: \_\_\_\_\_

### SEIZURE EMERGENCIES

11. Please describe what constitutes an emergency<sup>3</sup> for your child (may require consultation with treating physician and day care staff): \_\_\_\_\_
12. Has child ever been hospitalized for continuous seizures? YES NO  
 a. If YES, please explain: \_\_\_\_\_

### SEIZURE MEDICATION AND TREATMENT INFORMATION

Medication	Date Started	Dosage	Frequency and Time of Day Taken (or in case of emergency)	Administration Instructions (e.g., after 2 <sup>nd</sup> seizure, for cluster, orally, rectally, etc.)	Possible Side Effects

13. What medication(s) will your child need to take during day care? \_\_\_\_\_
14. Should any of these medication(s) be administered in a special way? YES NO  
 a. If YES, please explain: \_\_\_\_\_
15. Should any particular reaction be watched for? YES NO  
 a. If YES, please explain: \_\_\_\_\_
16. What should be done when your child misses a dose? \_\_\_\_\_
17. Should the day care have backup medication available to give your child for a missed dose? YES NO
18. Do you wish to be called before backup medication is given for a missed dose? YES NO
19. Does your child have a Vagus Nerve Stimulator? YES NO  
 a. If YES, please describe instructions for appropriate magnet use: \_\_\_\_\_
20. Are there any special considerations or precautions<sup>4</sup> the day care should be aware of? YES NO  
 a. If YES, please explain: \_\_\_\_\_

### GENERAL COMMUNICATION

21. What is the best way for us to communicate with you about your child's seizure(s)? \_\_\_\_\_
22. Can this information be shared with classroom teacher(s) and other appropriate staff? YES NO

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dates Updated: \_\_\_\_\_

<sup>3</sup> A seizure is generally considered an emergency when: convulsive (tonic-clonic) seizure lasts longer than 5 minutes; student has repeated seizures without regaining consciousness; student injured or has diabetes; student has a first-time seizure; student has breathing difficulties; student has a seizure in water.

<sup>4</sup> Examples: general health; physical functioning; learning; behavior; mood/coping; physical education (gym/sports); recess; field trips; bus transportation.

## ATTACHMENT 2: SEIZURE EMERGENCY ACTION PLAN

Student Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ Phone #: \_\_\_\_\_

Emergency Contact/Relationship: \_\_\_\_\_ Phone #: \_\_\_\_\_

### SEIZURE INFORMATION

Seizure Type	How Long it Lasts	How Often	What Happens

### PROTOCOL FOR SEIZURE DURING DAY CARE (Check all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> First aid – <b>Stay. Safe. Side.</b>      | <input type="checkbox"/> Contact school nurse at _____   |
| <input type="checkbox"/> Give rescue therapy according to SEAP.    | <input type="checkbox"/> Call 911 for transport to _____ |
| <input type="checkbox"/> Notify parent/guardian/emergency contact. | <input type="checkbox"/> Other _____                     |

### FIRST AID FOR ANY SEIZURE

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• <b>STAY</b> and keep calm, begin timing seizure</li> <li>• Keep student <b>SAFE</b>: remove harmful objects, do NOT restrain, protect head</li> <li>• <b>SIDE</b>: turn on side if not awake, keep airway clear, do NOT put objects in mouth</li> </ul> | <ul style="list-style-type: none"> <li>• <b>STAY</b> until recovered from seizure</li> <li>• Swipe magnet for VNS</li> <li>• Write down what happens</li> <li>• Other _____</li> </ul> |
|--|--|

WHEN TO CALL 911	WHEN TO CALL PROVIDER FIRST
<ul style="list-style-type: none"> <li>• Seizure with loss of consciousness longer than 5 minutes, not responding to rescue med if available</li> <li>• Repeated seizures longer than 10 minutes, no recovery between them, not responding to rescue med if available</li> <li>• Difficulty breathing after seizure</li> <li>• Serious injury occurs or suspected, seizure in water</li> </ul>	<ul style="list-style-type: none"> <li>• Change in seizure type, number, or pattern</li> <li>• Person does not return to usual behavior (e.g., confused for a long period)</li> <li>• First time seizure that stops on its own</li> <li>• Other medical problems or pregnancy need to be checked</li> </ul>

### WHEN RESCUE THERAPY MAY BE NEEDED (When and What to Do):

**If seizure** (cluster, # or length): \_\_\_\_\_

Name of Med/Rx: \_\_\_\_\_ How much to give (dose): \_\_\_\_\_

How to give: \_\_\_\_\_

**If seizure** (cluster, # or length): \_\_\_\_\_

Name of Med/Rx: \_\_\_\_\_ How much to give (dose): \_\_\_\_\_

How to give: \_\_\_\_\_

**If seizure** (cluster, # or length): \_\_\_\_\_

Name of Med/Rx: \_\_\_\_\_ How much to give (dose): \_\_\_\_\_

How to give: \_\_\_\_\_

## ATTACHMENT 2: SEIZURE EMERGENCY ACTION PLAN (CONT.)

### CARE AFTER SEIZURE

Describe what type of help is needed: \_\_\_\_\_

When is student able to resume usual activity? \_\_\_\_\_

### SPECIAL INSTRUCTIONS

First Responders: \_\_\_\_\_

Emergency Department: \_\_\_\_\_

### DAILY SEIZURE MEDICATION

Medicine Name	Total Daily Amount	Tab/Liquid Amount	How Taken (Dose Time and Quantity)

### OTHER INFORMATION

Triggers: \_\_\_\_\_

Important Medical History: \_\_\_\_\_

Allergies: \_\_\_\_\_

Epilepsy Surgery (type, date, side effects): \_\_\_\_\_

Device (circle): [Vagus Nerve Stimulator] [Deep Brain Stimulator] [Responsive Neurostimulator]

Date Implanted: \_\_\_\_\_

Diet Therapy (circle): [Ketogenic] [Low Glycemic] [Modified Atkins]

Other (describe): \_\_\_\_\_

Special Instructions: \_\_\_\_\_

### HEALTH CARE CONTACTS

Epilepsy Provider: \_\_\_\_\_ Phone #: \_\_\_\_\_

Primary Care: \_\_\_\_\_ Phone #: \_\_\_\_\_

Preferred Hospital: \_\_\_\_\_ Phone #: \_\_\_\_\_

Pharmacy: \_\_\_\_\_ Phone #: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## RELEASE

By signing this Agreement, I, as the parent(s), guardian(s), or caretaker(s) of a child with epilepsy who is enrolled at Imagination Island of Fleming Island, hereby expressly waive and release any and all claims, now known or hereafter known, against Imagination Island of Fleming Island, Inc, a Florida Corporation (the "Company"), and its respective owners, directors, officers, managers, shareholders, agents, employees, successors, and assigns (collectively, "Releasees"), on account of injury, disability, or death arising out of or attributable to the Company's administration of Diastat, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This Release does not extend to claims for reckless disregard and willful misconduct.

I shall indemnify and hold harmless the Company and all other Releasees absolutely and forever from and against any and all claims, actions, damages, suits, liabilities, losses, obligations, judgments, settlements, interest, awards, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and the costs of enforcing any right of indemnification, under this Release, arising out of or attributable to the Company's administration of Diastat.

By signing this Agreement, the parent, guardian, or caretaker'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.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_