

**RESOLUTION AGREEMENT**  
**Gloversville Central School District**  
**Case No. 02-13-1321**

In order to resolve Case No. 02-13-1321, the Gloversville Central School District assures the U.S. Department of Education, New York Office for Civil Rights (OCR), that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (the ADA), 42 U.S.C. § 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35.

**Action Item 1:**

By March 31, 2014, the District will determine whether it will develop an alternate plan to ensure that the restroom used by disabled students at the School offers a comparable level of privacy as that which is provided to other students (i.e., identify another accessible restroom that has a door on an accessible stall); or, add a door to the existing accessible stall in the restroom used by students. If the District chooses to add the door to the existing accessible stall in the restroom used by students, then the District will complete this installation by April 30, 2014.

**Reporting Requirements:**

- a) By March 31, 2014, the District will advise OCR whether it will develop an alternate plan to ensure a comparable level of privacy in a restroom stall for disabled students as that provided to other students pursuant to Action Item 1 above, or add a door to the existing accessible stall in the restroom used by students. If the District chooses to develop an alternate plan to achieve accessibility, the District will provide a copy of that plan to OCR. OCR will review the documentation submitted to ensure that the District's plan complies with applicable accessibility standards.
- b) By April 30, 2014, if the District chooses to add a door to the existing accessible stall in the restroom used by students to ensure a comparable level of privacy in the restroom stall for disabled students as that provided to other students, then the District will provide documentation to OCR (e.g., photographs, measurements, summaries, etc.) demonstrating that the stall door has been added. OCR may conduct an on-site visit to confirm that any alterations were completed consistent with applicable accessibility standards.

**Action Item 2:**

If the District intends to continue using the portable ramp, then by May 31, 2014, the District will make the structural changes to the portable ramp as set forth in Appendix A.

**Reporting Requirement:** By March 31, 2014, the District will notify OCR in writing as to whether it intends to continue using the portable ramp. If the District intends to continue using the portable ramp, then by July 1, 2014, the District will provide

documentation to OCR (e.g., copies of paid invoices, photographs) confirming completion of all structural changes set forth in Appendix A. OCR may conduct an on-site visit to confirm that structural changes were completed consistent with applicable accessibility standards.

**Action Item 3:**

By May 31, 2014, the District will provide training to all School administrators and administrative staff, including the School Principal and the Principal’s assistant, regarding the District’s obligations to ensure accessibility of District facilities and appropriate responses to accessibility concerns. The duration and scope of the training are within the discretion of the District, provided that the training addresses these requirements.

**Reporting Requirement:** By May 31, 2014, the District will provide documentation to OCR demonstrating that the training referenced above was provided to all staff referred to above. This documentation will include, but will not be limited to, the date(s) of the training; the name and credentials of the trainer; copies of any training materials used, including any handouts, guides, or other materials; and proof of attendance by relevant staff.

The District has disputed the complaint underlying this Resolution Agreement, but it has determined that it is in its interest to agree to an amicable resolution by entering into this Resolution Agreement. By agreeing to this Resolution Agreement, neither the District nor any of its officials, officers, employees, agents or representatives admit to any liability or wrongdoing, and nothing herein shall be construed as an admission of liability or wrongdoing. The signing of this Agreement is not intended, and shall not be construed, as any admission that the District violated any federal, state or local law, ordinance or regulation; violated any of its policies or procedures; or committed any wrongdoing or wrongful act against the complainant or any other person

The District understands that OCR will not close the monitoring of this agreement until OCR determines that the District has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. § 104.21, and the ADA, at 28 C.F.R. § 35.149, which were at issue in this case. The District also understands that by signing this agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the District understands that during the monitoring of this agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. § 104.21, and the ADA, at 28 C.F.R. § 35.149, which were at issue in this case. The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

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Date

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By: Michael Vanyo  
Superintendent  
Gloversville City School District

**APPENDIX A<sup>1</sup>**

<b>Building Component</b>	<b>Ramp to Stage Used for Graduation Ceremony on June 22, 2013</b>
<b>Accessibility Issues</b>	<ul style="list-style-type: none"><li>• Slope of ramp averaged 9.2%. [2010 Standards Section 405.2 provides that ramp runs shall have a running slope not steeper than 1:12 (8.3%)]</li><li>• Ramp handrails do not extend to the bottom of the ramp run [2010 Standards 505.3 requires that handrails shall be continuous with the full length of each ramp run.]</li><li>• Ramp handrails do not extend beyond the bottom of ramp runs. [2010 Standards Section 505.10.1 requires that ramp handrails extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs]</li></ul>

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<sup>1</sup> All citations refer to the 2010 ADA Standards for Accessible Design.