

**Homewood City Schools
Homewood, Alabama
Resolution Agreement**

Complaint # 04-19-1092

The U.S. Department of Education, Office for Civil Rights (OCR), and Homewood City Schools (District) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced complaint. The District assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance from the U.S. Department of Education (Department); and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation at 28 C.F.R. Part, which prohibit discrimination on the basis of disability by public entities.

Pursuant to Section 303(b) of OCR's Case Processing Manual, to ensure compliance with Section 504 and Title II and their implementing regulations and to resolve the issues of this investigation, the District agrees to implement the following corrective actions. All modifications necessary to provide such access will be made consistent with the applicable standards in the 2010 ADA Standards for Accessible Design (2010 ADA Standards),¹ 28 C.F.R. § 35.104, or any accessibility standard that provides equivalent or greater access to individuals with disabilities.

CORRECTIVE ACTIONS:

Construction Plan

The District will modify its current Construction Plan (Plan) to ensure that the Practice gym and the Competition gym are accessible to and usable by persons with mobility impairments. The Plan must comply with all applicable 2010 ADA Standards, including but not limited to, providing accessible routes and accessible entrances that complies with the 2010 ADA Standards.

I. Exterior Accessible Route (Including the Existing Ramp) – Practice Gym

By October 15, 2019, the District will take the following actions:

- A. The District will modify the accessible route leading to the designated accessible entrance into the Practice gym so that the running slope of the accessible route is no more than 1:20. The District will also ensure that the cross slope of the accessible route is no more than 1:48. *2010 ADA Standard § 403.3.*
- B. The District will modify the ramp so that the running slope of the ramp is no more than 1:12. The District will also modify the ramp so that the cross slope is no more than 1:48. *2010 ADA Standards §§ 405.2, 405.3.*

¹ <https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm>

REPORTING REQUIREMENT: On or before **November 15, 2019**, the District shall submit a report verifying that the above work and modifications (i.e., listed in sections A-B) have been completed. The verification will include photographs, measurements, and diagrams (if applicable).

II. Exterior Accessible Route – Competition Gym

By October 15, 2020, the District will take the following actions:

- A. The District will modify the exterior accessible route leading from the Practice gym to the Competition gym so that the running slope of the accessible route is no more than 1:20. *2010 ADA Standard § 403.3.*
- B. The District will modify the exterior accessible route so that the cross slope is no more than 1:48. *2010 ADA Standard § 403.3.*

REPORTING REQUIREMENT: On or before **November 10, 2020**, the District shall submit a report verifying that the above work and modifications (i.e., listed in sections A-B) have been completed. The verification will include photographs, measurements, and diagrams (if applicable).

III. Signage

By August 15, 2019, the District will take the following actions:

- A. ***Signage - Practice Gym and Competition Gym:*** The District will provide signage at the entrance to the Practice gym and the Competition gym that complies with §§ 216 and 703 of the 2010 ADA Standards. At each entrance, the sign will be located alongside the latch side of the door, at a minimum 48 inches above the ground surface and a maximum 60 inches above the ground surface. The minimum and maximum heights will be measured from the baseline of the lowest tactile character and the baseline of the highest tactile character, respectively. The signs will comply with all other relevant provisions of the 2010 ADA Standards. *2010 ADA Standards, §§ 216, 216.8, 703, 703.4(1), 703.4(2), Figure 703.4.1.*
- B. ***Directional Signage:*** While not all entrances need to comply with § 404 of the 2010 ADA Standards, compliant entrances must be identified by the International Symbol of Accessibility complying with § 703.7.2.1, and, where the entrance is not accessible, the District must provide directional signs complying with § 703.5 of the 2010 ADA Standards that indicate the location of the nearest entrance complying with § 404 of the 2010 ADA Standards. *2010 ADA Standards, §§ 216, 216.8, 703, 703.4(1), 703.4(2).*

REPORTING REQUIREMENT: On or before **September 10, 2019**, the District shall submit a report verifying that the above work and modifications (i.e., listed in sections A-B) have been completed. The verification will include photographs and measurements.

The District understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the District understands that during the monitoring of the 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 and obligations of the Agreement.

Upon the District’s satisfaction of the commitments made under the Agreement, OCR will close the case.

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

This Agreement will become effective immediately upon the signature of the District Superintendent or District designee below.

District Superintendent
or Designee

Date