

**Resolution Agreement
Gadsden City Schools (AL)
OCR Complaint No. 04-19-1239**

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Gadsden City Schools (District) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. 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), 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 (Title II), 42 U.S.C. § 12132, and its implementing regulation at 28 C.F.R. Part 35.

All modifications necessary to provide access under this Agreement will be made consistent with the applicable standards in the 2010 ADA Standards for Accessible Design pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c) (hereinafter, 2010 ADA Standards for Accessible Design)¹ or any accessibility standard that provides equivalent or greater access to individuals with disabilities.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions.

Student Focused Remedies/Compensatory Education

1. The District will offer to provide the Student with an opportunity to make up any work for which she received a zero or one in her Social Studies and Science classes during the first 5 weeks of the 2018-2019 school year. The Student must complete the make-up work by **January 1, 2020**. The District shall give the Complainant 10 days to accept this offer.

A. REPORTING REQUIREMENT: By **August 31, 2019**, the District will submit to OCR documentation of the District's written offer sent to the Complainant's home address, as required by Item #1.

B. REPORTING REQUIREMENT: If the Complainant accepts the District's offer, by **January 15, 2020**, the District will submit documentation that the Student was offered an opportunity to make-up the work specified in Item #1.

Student Focused Remedies

2. The District will reimburse the Complainant for fees paid for cheerleading for the 2018-2019 school year.

¹ Located at: <http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.htm#c1> (Last accessed July 17, 2019)

REPORTING REQUIREMENT: By **August 31, 2019**, the District will submit to OCR documentation of the District's reimbursement of the cheer fees paid by the Complainant.

Accessibility Plan

3. Within thirty (30) days of the execution of this Agreement, the District will retain or confer with a consultant who is knowledgeable about the accessibility requirements of Section 504 and Title II.
4. Within thirty (30) days of the execution of this Agreement, the Recipient's consultant will conduct an accessibility survey of Litchfield Middle School (School) accessible entrance(s) at the School, which were the subject of OCR Complaint # 04-19-1239, to ensure that they are in compliance with the 2010 ADA Standards.

The District's consultant will examine the accessible entrance(s) to the School, specifically the width of the doorway(s) and height of threshold(s), and develop a written Accessibility Plan (Plan) identifying the modifications that are necessary to ensure that the accessible entrances are accessible to and usable by persons with disabilities in accordance with Section 504, Title II, and the 2010 ADA Standards.

5. The Plan must ensure that the accessible entrance(s) comply with the specific requirements of the 2010 ADA Standards as set forth below. The District will begin to implement the Plan no later than thirty (30) days of completion of the Plan and will include a timetable for completion of all identified modifications with a time period not to exceed one-hundred twenty (120) days of the execution of this Agreement. The District's Plan will address the following elements:

Plan Requirements:

- a. Ensures that at least one of the active leaves of doorways with two leaves have a door opening that provide a clear width of 32 inches (815 mm) minimum. Openings more than 24 inches (610 mm) deep shall provide a clear opening of 36 inches (915 mm) minimum. There shall be no projections into the required clear opening width lower than 34 inches (865 mm) above the finish floor or ground. Projections into the clear opening width between 34 inches (865 mm) and 80 inches (2030 mm) above the finish floor or ground shall not exceed 4 inches (100 mm). The following exceptions are allowed: (1) In *alterations*, a projection of 5/8 inch (16 mm) maximum into the required clear width shall be permitted for the latch side stop; and (2) Door closers and door stops shall be permitted to be 78 inches (1980 mm) minimum above the finish floor or ground. See 2010 ADA Standards § 404.2.3.
- b. Ensures that thresholds, if provided at doorways, shall be ½ inch (13 mm) high maximum. Raised thresholds and changes in level at doorways shall comply with §§ 302 and 303. See 2010 ADA Standards § 404.2.5. However, the following exception applies: Existing or *altered* thresholds ¾ inch (19 mm) high maximum that have a beveled edge on each side with a slope not steeper than 1:2 shall not be required to comply with § 404.2.5.

REPORTING REQUIREMENT: Upon completion of all work and modifications under the Agreement and the Plan, the District will submit documentation showing that the modifications pursuant to the Plan were made and/or make the accessible entrances available for OCR to conduct an onsite inspection, if necessary, to ensure that the District is in compliance with the 2010 ADA Standards and the requirements of this Agreement.

The District 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 Section 504 implementing regulation at 34 C.F.R. § 104.34(a)-(c); and, the Title II implementing regulation at 28 C.F.R. § 35.130, § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below.

Superintendent or Designee

Date