



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

1999 BRYAN ST., SUITE 1620  
DALLAS, TX 75201-6810

REGION VI  
ARKANSAS  
LOUISIANA  
MISSISSIPPI  
TEXAS

## RESOLUTION AGREEMENT

### Rogers Public Schools OCR Reference No. 06-15-1367

#### A. GENERAL TERMS & PRINCIPLES:

Rogers Public Schools (RPS, District, or Recipient) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office. By this Agreement, RPS commits to the following actions, consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulations at 34 C.F.R. Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 et seq., and its implementing regulations at 28 C.F.R. Part 35, to resolve the compliance concerns raised by the Complainant's allegations. Prior to the completion of OCR's investigation, the Recipient agreed to resolve the allegations at issue pursuant to Section 302 of OCR's *Case Processing Manual* (CPM).

Non-Admission. This resolution has been entered into voluntarily between the parties and does not constitute an admission that the Recipient is not in compliance with Section 504, Title II, and/or their implementing regulations, or that it discriminated or otherwise engaged in any wrongdoing. Accordingly, to ensure compliance with Section 504 and Title II and their implementing regulations and to resolve the issues of this investigation, the Recipient voluntarily agrees to take the actions set forth below.

Assurances of Nondiscrimination. RPS hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the recipient's programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration.

Additional Data, Interviews, and Visits. The Recipient 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 Recipient understands that during the monitoring of this Agreement, if necessary, OCR may visit the recipient, interview staff, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether the recipient has fulfilled the terms of this Agreement and is in compliance with the regulations which were at issue in this case.

Undue Burden and Fundamental Alteration. For any requirement in this Agreement for which the recipient asserts an undue burden or fundamental alteration defense, such

assertion may only be made by the Superintendent or by an individual designated by the Superintendent who has budgetary authority after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion, including the cost of meeting the requirement and the available funding and other resources. The written statement will be certified by the determining official. If such a determination is made, the certifying official will describe in the written statement how it will provide equally effective alternate access, i.e., other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the same benefits or services provided by the recipient as their nondisabled peers.

Administrative Enforcement, Breach, and Cure. RPS understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give RPS written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Current Facilities. Per 28 C.F.R. 35.151(c) (Accessibility standards and compliance date):

- (1) If physical construction or alterations commence after July 26, 1992, but prior to the September 15, 2010, then new construction and alterations subject to this section must comply with either the Uniform Federal Accessibility Standards (UFAS) or the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.
- (2) If physical construction or alterations commence on or after September 15, 2010, and before March 15, 2012, then new construction and alterations subject to this section may comply with one of the following: the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG), 28 C.F.R. Part 36, Appendix A (2010 Standards)<sup>1</sup>, UFAS, or the 1991 Standards except that the elevator exemption contained at section 4.1.3(5) and section 4.1.6(1)(k) of the 1991 Standards shall not apply. Departures from particular requirements of either standard by the use of other methods shall be permitted when it is clearly evident that equivalent access to the facility or part of the facility is thereby provided.

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<sup>1</sup> In the U.S. Department of Education's *Notice of Interpretation of Section 504 of the Rehabilitation Act of 1973*, 77 Fed. Reg. 14972 (March 14, 2012), the Department states, "For new construction and alterations commenced on or after March 15, 2012, the 2010 Title II ADA Standards will be used by Education in its enforcement of the Title II regulations." For purposes of Title II compliance, public entities must comply with the 2010 Title II ADA Standards as of March 15, 2012, even if the Uniform Federal Accessibility Standards (UFAS) remain an option under the Section 504 regulations for some period after this date.

- (3) If physical construction or alterations commence on or after March 15, 2012, then new construction and alterations subject to this section shall comply with the 2010 Standards.

New Construction and Alterations. All structural changes or modifications to the facilities indicated below, and any new facilities the Recipient builds, will be constructed in accordance with UFAS or the 2010 Standards.<sup>2</sup> **The Recipient will elect which compliance standard, UFAS or ADAAG, will be used, and will utilize that standard for all of its modifications pursuant to this Agreement.** New and altered facilities (or the identified new or altered part(s)) will be readily accessible to and usable by individuals with disabilities.

Closure. RPS understands that OCR will not close the monitoring of the Agreement until such time that OCR determines that RPS has fulfilled the terms of the Agreement and is in compliance with the statute(s) and regulations that were at issue in this case.

#### **B. ACTION ITEMS & REPORTING REQUIREMENTS:**

RPS hereby voluntarily commits to taking the following steps for each of the **Action Items (1-24)** below.

By **July 31, 2018**, RPS will conduct a self-assessment of each of the following buildings to determine whether they are readily accessible to and useable by persons with disabilities. The self-assessment will include, but not be limited to, the following items:

#### **Elementary Schools:**

(1) Grace Hill Elementary:

- A. Ramp outside of the double doors at the 200 hall building;
- B. Restrooms in
  - i. Nurse's office,
  - ii. Main office area,
  - iii. Kitchen,
  - iv. Teachers' lounge, and
  - v. 100 hall (girls' and boys'); and
- C. 100 hall classrooms

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<sup>2</sup> In the U.S. Department of Education's *Notice of Interpretation of Section 504 of the Rehabilitation Act of 1973*, 77 Fed. Reg. 14972 (March 14, 2012), the Department states, "For new construction and alterations commenced on or after March 15, 2012, the 2010 Title II ADA Standards will be used by Education in its enforcement of the Title II regulations." For purposes of Title II compliance, public entities must comply with the 2010 Title II ADA Standards as of March 15, 2012, even if the Uniform Federal Accessibility Standards (UFAS) remain an option under the Section 504 regulations for some period after this date. The 2010 Standards can be accessed at this DOJ website: [www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm).

(2) Frank Tillery Elementary:

- A. Sinks and/or drinking fountains in
  - i. 100 hall classrooms, and
  - ii. Near the main office;
- B. Restrooms in
  - i. Office, and
  - ii. Gymnasium;
- C. Threshold on the gymnasium floor; and
- D. Heights of braille signs at restrooms.

(3) Garfield Elementary:

- A. Drinking fountain near the office restroom;
- B. Entrance to the main building;
- C. Restrooms in
  - i. Main building, upstairs adults-only/teachers’,
  - ii. Main building, boys’ restroom, and
  - iii. Kitchen; and
- D. Accessibility of the Ross Building, including, but not limited to,
  - i. Walkway(s) to and from the building,
  - ii. Main entryway,
  - iii. Girls’ and boys’ restrooms, and
  - iv. Access to the programs offered on the second floor.

(4) Bonnie Grimes Elementary:

- A. Restrooms in
  - i. Office,
  - ii. 100 hall, classrooms and adult-only, and
  - iii. Nurse’s station.

(5) Russell Jones Elementary:

- A. Restroom in 100 hall.

(6) Westside Elementary:

- A. Restrooms in
  - i. Kitchen,
  - ii. Counselors office,
  - iii. 100 hall classrooms, and
  - iv. 300 hall classrooms;
- B. Sinks and/or drinking fountains in
  - i. 200 hall classrooms,
  - ii. 300 hall classrooms, and
  - iii. music room;
- C. Classroom doors handles; and
- D. Accessibility of classroom doors leading to outside of building.

(7) Eastside Elementary:

- A. Restrooms in
  - i. 100 hallway,
  - ii. 200 hallway,
  - iii. 300 hallway,
  - iv. 100 hall classrooms,
  - v. nurse's station,
  - vi. kitchen, and
  - vii. office;
- B. Sinks and/or drinking fountains in
  - i. 100 hall classrooms, and
  - ii. hallway restroom; and
- C. Classroom doorknobs.

(8) Reagan Elementary:

- A. Restrooms in
  - i. 100 hall classrooms,
  - ii. Office, and
  - iii. Kitchen.

(9) Bellview Elementary:

- A. Restrooms in
  - i. Nurse's station,
  - ii. Kitchen,
  - iii. 300 wing,
  - iv. Room 201,
  - v. Room 211,
  - vi. Room 140,
  - vii. Room 321, and
  - viii. 400 Kindergarten wing; and
- B. Sinks and/or drinking fountains in
  - i. Kitchen,
  - ii. 200 wing classrooms,
  - iii. Library,
  - iv. Room 301, and
  - v. 400 wing.

(10) Old Wire Elementary:

- A. Restrooms in
  - i. Office,
  - ii. Commons area,
  - iii. Room 116 (including the height of the braille sign), and
  - iv. Gymnasium; and
- B. Sink at nurse's station.

(11) Mathias Elementary:

- A. Restrooms in
  - i. Hallway, near janitor's office (adult restroom),
  - ii. Kitchen, and
  - iii. Room 201; and
- B. Ramp from accessible parking lot to rear entrance of kitchen.

(12) Lowell Elementary:

- A. Restrooms in
  - i. 200 hall,
  - ii. Gym,
  - iii. 400 hall,
  - iv. 100 hall,
  - v. Nurse's station,
  - vi. Office,
  - vii. Kitchen, and
  - viii. Annex building;
- B. Sinks and/or drinking fountains in
  - i. Gym,
  - ii. Classrooms, and
  - iii. Annex building kitchen;
- C. Classroom doors to outside of building; and
- D. Kitchen counters.

(13) Tucker Elementary:

- A. Restrooms in
  - i. N.W. hall, and
  - ii. Kitchen.

(14) Northside Elementary:

- A. Restrooms in
  - i. Kitchen,
  - ii. Hallway by janitor's office (boys' and girls'),
  - iii. Classrooms, and
  - iv. Office;
- B. Sinks and/or drinking fountains in
  - i. Classrooms, and
  - ii. Library; and
- C. Accessibility of outside classroom doors.

**Middle/Junior High Schools:**

(15) Oakdale Middle:

- A. Restrooms in
  - i. Teachers' lounge,
  - ii. Kitchen,

- iii. Coaches' area,
  - iv. Science wing (boys' and girls'), and
  - v. Nurse's station; and
- B. Showers and drinking fountains in
- i. Fieldhouse, and
  - ii. Boys' locker room.

(16) Greer Lingle Junior High:

- A. Restrooms in
- i. Main office area,
  - ii. Principal's office area,
  - iii. Gymnasium dressing room,
  - iv. Area designated for sixth grade boys,
  - v. Area designated for eighth grade girls,
  - vi. Kitchen, and
  - vii. Coaches' offices (including showers); and
- B. Drinking fountains in main hallway.

(17) Elmwood Junior High:

- A. Restrooms, including, but not limited to, ones in
- i. Coaches' offices, and
  - ii. Kitchen;
- B. Drinking fountains in commons area; and
- C. Showers in locker room.

**High Schools:**

(18) Rogers High School:

- A. Sinks in
- i. Room 1152 (kitchen), and
  - ii. Nurse's station; and
- B. Restrooms in commons area (girls').

(19) Heritage High School:

- A. Restrooms in
- i. E hall (boys' and girls'),
  - ii. D hall (girls'),
  - iii. Auto shop (boys' and girls'), and
  - iv. Athletic center (including showers).

**Other:**

(20) Administration Building:

- A. Restrooms in
- i. Reception area,
  - ii. Upstairs area (men's),

- iii. Basement (at the lounge area), and
- iv. Lounge/kitchen.

(21) David Caldwell School Services Complex:

- A. Restrooms in
  - i. Kitchen,
  - ii. Bus lounge,
  - iii. Maintenance area, and
  - iv. Upstairs and downstairs halls;
- B. Sink and/or drinking fountain, and counters in
  - i. Kitchen, and
  - ii. Bus bay.

(22) Pre-Kindergarten Building:

- A. Men's restroom; and
- B. Sinks and/or drinking fountains in
  - i. Classrooms, and
  - ii. Nurse's station.

(23) ESOL Building:

- A. Both restrooms; and
- B. Sink and counter in kitchen.

(24) Annex Building:

- A. Restrooms in
  - i. Room 414,
  - ii. New Tech area (girls'),
  - iii. Locker room (boys'),
  - iv. Kitchen,
  - v. Office area, and
  - vi. Coach's office; and
- B. Drinking fountains in
  - i. 400 hall, and
  - ii. Gym.

***Reporting Requirements for Action Items (1-24):***

- A. **Initial Report.** By **August 31, 2018**, RPS will submit to OCR for review and approval an Initial Report of its findings/determinations from its self-assessment of the items in Action Items (1-24). The Initial Report will provide relevant information for each item, including, but not limited to, the following:
  - i. Which Federal standard was used in the Recipient's analysis and why that standard was used;
  - ii. Relevant measurements, photographs, diagrams, technical drawings, etc. that the Recipient used in its analysis;



- iii. Which, if any, items require modification or alteration, what steps the Recipient will take to modify or alter these items, and by when such modifications or alterations shall be completed.

NOTE: All corrective actions will be completed within **18 months** of the date of OCR’s approval of the Initial Report. If the District determines that physical alteration is necessary, it will make the changes in compliance with Section 504 and Title II, and the 2010 Standards.

- B. Final Report. Within **20 months** from the date of OCR’s approval of its Initial Report, RPS will submit to OCR a Final Report demonstrating the completed modifications or alterations listed in its Initial Report. This report shall include such documentation sufficient to show compliance with Section 504 and Title II, and the 2010 Standards. (E.g., measurements, photographs, technical drawings, work orders, invoices, and reports)

**C. EXECUTION:**

The Recipient understands that by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the Recipient understands that during the monitoring of this Agreement, if necessary, OCR may visit the Recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipient has fulfilled the terms of this Agreement and is in compliance with Section 504 and Title II, and their implementing regulations at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, respectively. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

This Agreement will become effective immediately upon the signature of the Recipient’s representative below.

On behalf of Rogers Public Schools, I hereby agree to and voluntarily submit this Resolution Agreement to the U.S. Department of Education, Office for Civil Rights, Dallas Enforcement Office, and commit to the general terms, principles, action items, and reporting requirements contained herein.

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Marlin Berry  
Superintendent  
Rogers Public Schools

\_\_\_\_\_  
Date