

RESOLUTION AGREEMENT
Chesterfield County Public Schools
OCR Case No. 11-13-1251

Chesterfield County Public Schools (the Division), with the cooperation of the Chesterfield County Department of Parks and Recreation (Parks and Recreation), agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-13-1251. This Agreement does not constitute an admission by the Division of any violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR. Full implementation of this Agreement by the Division resolves OCR Complaint No. 11-13-1251.

1. By October 1, 2014, the Division shall submit a plan to OCR describing how it will ensure that the facilities identified below are altered as described below. The plan shall specify deadlines for completion of each alteration project and a final deadline by which all alteration projects will be completed. OCR will review the Division's plan and may request further information or revisions to the plan, if necessary, before granting approval.

Meadowbrook High School

2. Prior to the first home football game of the fall 2014 season, the Division shall provide accessibility to the football stadium by widening the entrance gate and providing an accessible route to wheelchair seating locations in the stadium bleachers.
3. For any public programs or activities scheduled to occur at the football stadium prior to the completion of the required alteration work, the Division shall develop an access plan to ensure that individuals with mobility impairments can fully participate or relocate the programs or activities to an accessible facility.

James River High School

4. The Division shall provide an accessible route from all nearby designated disability parking spaces to the football stadium entrance, which shall include the provision of a compliant curb ramp. OCR encourages the Division to provide a marked crossing (i.e., crosswalk) designating the accessible route from parking spaces to the curb ramp.
5. The Division shall remove the sign at the striped access aisle adjacent to the football stadium entrance that designates the access aisle as a disability parking space.
6. The Division shall provide an accessible route to the baseball fields from designated accessible parking spaces.
7. The Division shall provide an accessible route to the softball fields from designated accessible parking spaces.

Crenshaw Elementary

8. The Division, with the cooperation of Parks and Recreation, shall provide at least two designated accessible parking spaces in the vicinity of the athletic fields to bring the total number of accessible parking spaces at the school to a minimum of five.
9. The Division, with the cooperation of Parks and Recreation, shall provide an accessible route to the athletic fields from designated accessible parking spaces.

Bailey Bridge Middle School

10. The Division, with the cooperation of Parks and Recreation, shall provide an accessible route to the baseball/softball field from designated accessible parking spaces.

Manchester High School

11. The Division shall provide compliant accessible parking spaces near the entrance to the baseball/softball complex and the two newer softball fields.
12. The Division shall provide an accessible route to both of the two newer softball fields.
13. The accessible parking spaces referenced above shall be connected to accessible routes to the baseball/softball complex entrance and the newer softball fields.

Grange Hall Elementary School

14. The Division, with the cooperation of Parks and Recreation, shall provide an accessible route to the athletic fields from designated accessible parking spaces.

Davis Elementary School

15. If the athletic fields at the school were constructed after June 4, 1977, the Division, with the cooperation of Parks and Recreation, shall provide an accessible route to the athletic fields (baseball/softball and soccer fields) from designated accessible parking spaces. If the athletic fields were constructed prior to June 4, 1977, the Division and Parks and Recreation may either provide an accessible route from designated accessible parking spaces or ensure that a procedure is in place to move games to accessible facilities if an individual with a mobility impairment will be participating or attending.

Reams Road Elementary School

16. The Division shall provide at least three additional designated accessible parking spaces to bring the total number of designated accessible parking spaces at the school to a minimum of five. OCR encourages the Division to locate at least one of the new accessible spaces next to the gate leading to the athletic fields and to ensure that accessible routes from parking to the athletic fields do not require travel behind parked vehicles.

Swift Creek Middle School

17. The Division shall provide accessible parking spaces near the athletic fields.
18. The Division, with the cooperation of Parks and Recreation, shall provide accessible routes from designated accessible parking spaces to the soccer/football and baseball/softball fields.

General Provisions and Reporting Requirements

19. All alteration work shall comply with the 2010 ADA Standards for Accessible Design, which consists of 28 C.F.R. § 35.151 and the 2004 ADAAG at 36 C.F.R. Part 1191, appendices B and D.
20. The Division shall submit semiannual interim reports to OCR documenting its progress in implementing this Agreement by December 31 and June 30 of each year until the final deadline for completion of all alteration work specified in the Division's approved plan. The first interim report shall be submitted by December 31, 2014. The Division shall submit a final report documenting its compliance with the Agreement by the final deadline date specified in the plan.
21. If any alteration work required by this Agreement is not completed by the final deadline date specified in the Division's approved plan, the Division shall provide a detailed explanation for the delay and an estimated date of completion in the final report. The Division shall submit an additional report when all of the alteration work is complete.
22. If the Division believes that the Chesterfield County Department of Parks and Recreation (Parks and Recreation) is responsible for any alteration work required by this Agreement, it shall obtain compliance from Parks and Recreation or terminate its assistance to that agency. The Division's reporting submissions shall explain in detail the steps it has taken to obtain compliance from Parks and Recreation.
23. If the Division believes that any alteration work required by this Agreement cannot be performed because such work is technically infeasible, it shall provide a detailed explanation to OCR in its reporting submissions. The Division shall also put an alternative plan in place to ensure that individuals with mobility impairments can access programs or activities that normally occur at the particular field or facility, e.g., moving P.E. classes, games, and practices to accessible locations if an individual with a mobility impairment will be participating or attending. The Division shall describe its alternative plan and its efforts to implement the plan in detail in its reporting submissions. If the Division believes that Parks and Recreation is responsible for implementing all or part of the alternative plan, it shall explain in detail the steps it has taken to obtain compliance from Parks and Recreation.

24. Where this Agreement specifies that the Division shall provide an accessible route, OCR strongly encourages the Division to ensure that the route does not require wheelchair users to travel behind parked vehicles and to ensure the provision of marked crossings (i.e., crosswalks) where the accessible route crosses a vehicle traffic lane.
25. If the Division or Parks and Recreation chooses to use a surface other than concrete or pavement for any of the accessible routes required by this Agreement, the Division's reporting submissions shall:
- a. specify the particular routes or sites that use such a surface;
 - b. identify the specific materials used and the source or manufacturer of the materials;
 - c. certify that any stones used in an aggregate surface are no larger than $\frac{3}{4}$ inch;
 - d. describe in detail the method of installing and compacting the surface at each site, including any necessary grading work to prepare for installation;
 - e. provide documentation that the surface at each site has been tested after installation, using both manual wheelchairs and power wheelchairs if possible, to ensure that the surface is stable, firm, and slip-resistant in compliance with § 302 of the 2010 ADA Standards for Accessible Design;
 - f. provide documentation that written procedures are in place for regular inspection and maintenance of the surface at each site, including how often inspections and routine maintenance will be performed, which personnel will perform the inspections and maintenance, and procedures to follow if non-routine or emergency maintenance is necessary; and
 - g. provide records of all maintenance work performed on the surface at each site during the time period covered by each reporting submission.

The Division understands that OCR will not close the monitoring of this Agreement until OCR determines that the Division has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case. The Division 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 Division understands that during the monitoring of this Agreement, if necessary, OCR may visit the Division, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Division has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

The Division 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 Division written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

By: _____/s/_____
Dr. Marcus J. Newsome
Superintendent

Date: _____ 5/30/14