

RESOLUTION AGREEMENT
Winston-Salem/Forsyth County Schools
OCR Complaint No. 11-15-1285

Winston-Salem/Forsyth County Schools (the District) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-15-1285. This Agreement does not constitute an admission by the District 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.

For the purposes of the Agreement the accessibility standard that will be applied is the 2010 ADA Standards for Accessible Design (2010 Standards).

Consistent with the 2010 standards, by March 30, 2016 the District will:

1. Provide at least the minimum number of accessible parking spaces specified in § 208.2 of the 2010 Standards, each marked by a sign with the International Symbol of Accessibility, located on the shortest accessible route to the entrance to the Southwest Elementary School (the School);
2. Provide an accessible route from all accessible parking spaces to the School entrance, which, if necessary and applicable, shall include the provision of a compliant curb ramp, and will provide a marked crossing (i.e., crosswalk) designating the accessible route from parking spaces to the curb ramp or entry onto the walkway; and
3. Provide a stable, firm and slip resistant walkway to the entrance of the building in accordance with §302 of the 2010 Standards.

Reporting Requirements:

- a. Within ten (10) days of the completion of Item 1, the District shall send to OCR:
 - i.) photographs illustrating it has established the required number of accessible parking spaces with signs illustrating the International Symbol of Accessibility in compliance with § 502.6 of the 2010 ADA Standards for Accessible Design;
 - ii.) A written statement that indicates the number of parking spaces there are in total, and the number of those parking spaces that are designated as accessible spaces;
- b. Within ten (10) days of the completion of Item 2, the District shall send OCR photographs illustrating that it has constructed an accessible route from all accessible parking spaces to the School entrance, which, if necessary, shall include a curb ramp, and a marked crossing. Included in this photograph will be a diagram illustrating the

width of the curb ramp, if applicable, and an explanation of why the District believes the route is accessible for each of the accessible parking spaces;

c. With respect to Item 3, within 180 days, of the date of this Agreement, District shall provide OCR with documentation that the walkway surface has been tested, using both manual wheelchairs and power wheelchairs, to ensure that the surface is stable, firm, and slip-resistant in compliance with § 302 of the 2010 ADA Standards for Accessible Design. The documentation provided to OCR will include a written explanation identifying the procedures that are in place for regular inspection and maintenance of the walkway surface, 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

By July 5, 2016, the District will provide to OCR records of all maintenance work performed on the surface during the time period covered by the reporting submission.

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 regulation implementing Section 504, and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in this case.

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 regulation implementing Section 504 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, 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.

By: _____/S/_____ Date: _____9/17/15_____

Superintendent or designee
Winston-Salem/Forsyth County Public Schools