

# **COMMITMENT TO RESOLVE WINSTON-SALEM/FORSYTH COUNTY SCHOOLS**

Complaint No. 11-16-1778

## **I. INTRODUCTION**

In order to resolve the issues raised in the above-referenced complaint filed with the Office for Civil Rights (OCR) under Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II) and the regulations that implement these laws, the Winston-Salem/Forsyth County Schools (District) enters into this Commitment to Resolve (Agreement). To ensure that individuals with disabilities have an equal opportunity to participate in District programs and activities at XXXX, the District agrees to fully implement the following provisions consistent with the Americans with Disabilities Act Accessibility Guidelines.

## **II. GENERAL PROVISIONS**

- A. The parties to this Agreement are the District and OCR.
- B. This Agreement shall become effective when a representative for the District has signed it.
- C. The parties agree that this Agreement resolves only those compliance concerns identified by OCR in the investigation of Complaint No. 11-16-1778.
- D. All alteration work pursuant to this Agreement 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 A and B.

## **III. REMEDIAL PROVISIONS**

- A. Having informed OCR that the District intends to proceed directly with construction of the proposed new Gym at the School site, by November 1, 2018, the District will provide OCR with the following:
  - 1. A detailed plan outlining the proposed accessible route(s) and accessible parking serving the new Gym at the School site; and,
  - 2. The projected timeframe(s) for implementing the proposed construction plan, including the date construction will commence and the planned date for completion of the new, accessible Gym facility.
- B. For any public programs or activities scheduled to occur at the Gym prior to the completion of the proposed plan under Subsection III-A, by August 31, 2018, the District shall develop and submit to OCR for approval an access

plan to ensure that individuals with mobility impairments can fully participate or relocate the programs or activities to an accessible facility.

- C. OCR will review the District's proposed plans under Subsections III-A and III-B, and may request further information or revisions to the plan, if necessary, before granting approval.
- D. By August 31, 2018, the District shall complete a survey of all parking spaces provided for employees and/or the public at the School site, and provide to OCR a clear account of the number and location of such parking spaces.
- E. By August 31, 2018, the District shall provide the appropriate number of Van Accessible spaces by designating at least one "Van Accessible" parking space, each with an appropriate access aisle and signage, connected to accessible routes to the main school building and/or to the Gym for each parking area serving the School site.
- F. By August 31, 2018, the District will:
  - 1. Install signs at the front entrance of the school building directing individuals with disabilities to the accessible parking spaces located at the back of the building closest to the Gym;
  - 2. Post signs at all inaccessible entrances to the School directing users to the nearest accessible entrance to the building;
  - 3. Post signs at all inaccessible entrances to the Gym directing users to the nearest accessible entrance to the building.
- G. If the District seeks to change the plans approved by OCR pursuant to Section III, the District will submit to OCR for review and approval:
  - 1. A narrative description of the proposed changes, including the basis for amending the approved plan and how the proposed change(s) will affect the projected timeframe for completion of the plan; and,
  - 2. If applicable, updated architectural drawings relating to the performance of the commitments in Section III.

#### **IV. REPORTING PROVISIONS**

- A. The Division will maintain such documentation of the commitments in Section III as is needed to demonstrate that the District has fulfilled them.

- B. By April 15, 2019, and every six months thereafter until completion, the District will provide OCR with a report on its compliance with Section III that includes a narrative description of the status of its efforts to fulfill the commitments in Section III, including its efforts to obtain the funding needed to fulfill those commitments.
- C. Upon completion of the work required in accordance with Section III, the District will provide OCR with a final report that includes:
  - 1. A narrative description and certification that it has fulfilled the commitments in Section III; and
  - 2. Photographs of the work completed pursuant to Section III.
- D. If the District is not able to comply with the date or other terms in Section III, it will submit to OCR an explanation of why compliance was not achieved and a timetable for achieving compliance with Section III and for submitting the reports provided for in Subsections IV-B and IV-C.

The District understands that OCR will not close the monitoring of this Agreement until it determines that the District has fulfilled all of its terms and is in compliance with the regulations implementing Section 504 and Title II, 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 regulations implementing Section 504 and Title II, 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 such proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days within which to cure it.

\_\_\_\_\_/s/\_\_\_\_\_  
On Behalf of the District  
Dr. Beverly Emory  
Superintendent  
Winston-Salem/Forsyth County Schools

\_\_\_\_\_  
05/30/2018  
Date