

RESOLUTION AGREEMENT

Sedona-Oak Creek Unified School District 08-16-1061

In order to resolve the above-referenced complaint filed against Sedona-Oak Creek Unified School District (District) and opened for investigation by the U.S. Department of Education, Office for Civil Rights pursuant to Section 504 of the Rehabilitation Act of 1973, 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, 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35. The District agrees to implement the following terms of this Resolution Agreement.

1. By November 1, 2016, the District agrees to remove the following barriers to access at West Sedona Elementary School. The District will comply with the cited provisions of the 2010 ADA Standards for Accessible Design (2010 ADA Standards), 28 C.F.R. pt. 36, App. A., when taking the actions required by this Agreement.

- a. Along the accessible route from building number 300 to building number 400, at points, the cross-slope exceeds 2% and the slope exceeds 5% and has not been constructed as a fully accessible ramp.

Provide at least one accessible route connecting these buildings that, to the maximum extent feasible, coincides with the route for the general public. The accessible route must have a minimum clear width of 36 inches, or a minimum clear width of 42 inches if there is a turn around an obstruction less than 48 inches wide; have passing spaces at least 60 inches by 60 inches at least every 200 feet; have a minimum clear headroom of 80 inches; have a surface that is firm, stable, and slip resistant; have, in the absence of a curb ramp, ramp, elevator, or platform lift, no level changes in excess of ½ inch vertically; and have a running slope of less than 1:20 (5%) (or have been constructed as a fully accessible ramp) and a cross slope of less than 1:50 (2%). 2010 ADA Standards §§ 302, 303, 403.

- b. The ramp that joins the elementary section of the campus to the junior high section (Ramp #1) has a greater than ½ inch change in level at the bottom landing; the slope at top of ramp is 8.7%; and there are no handrails.

Provide a ramp with a slope not exceeding 1:12 and a cross slope not exceeding 1:50; with no level changes in excess of ½ inch vertically. Provide handrails that are between 1¼ inches and 2 inches in diameter with a continuous gripping surface along both sides of the ramp, extending at least 12 inches beyond the top and bottom of the ramp parallel with the ground surface. Ensure that handrails are mounted between 34 inches and 38 inches above the ramp surface, with ends rounded or returned smoothly to the floor, wall, or post, and that they do not rotate within their fittings. 2010 ADA Standards § 303, 405, 505

- c. The ramp that joins the special education bus stop to the junior high section (Ramp #2) has no handrails.

Provide handrails that are between 1¼ inches and 2 inches in diameter with a continuous gripping surface along both sides of the ramp, extending at least 12 inches beyond the top and bottom of the ramp parallel with the ground surface. Ensure that handrails are mounted between 34 inches and 38 inches above the ramp surface, with ends rounded or returned smoothly to the floor, wall, or post, and that they do not rotate within their fittings. 2010 ADA Standards § 505

- d. Interior doors – including classrooms, etc. – throughout the 300 and 400 buildings require more than 5 pounds of force to operate. For each interior door, ensure that the door requires no more than 5 pounds of force to open. 2010 ADA Standards § 309.4.

REPORTING REQUIREMENT

Within thirty (30) days after the District has completed the actions required by Term 1, the District will submit a written report to OCR documenting that. The report will include, for example, detailed photographs showing the relevant measurements of all alterations or renovations, architectural plans, work orders, purchase orders, and invoices.

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 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 the Agreement, if necessary, OCR may interview District employees 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 the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

For Sedona-Oak Creek Unified School District:

_____/S/_____
 Name
 Title

 Date