

**RESOLUTION AGREEMENT**  
**Cabrillo Unified School District**  
**OCR Case No. 09-14-1373**

The Cabrillo Unified School District (District) agrees, without admitting to any violation of law, to implement the following Resolution Agreement (Agreement) to resolve the issues investigated by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (ADA) in the above-referenced OCR case number.

**I. ACCESSIBILITY OF HALF MOON BAY HIGH SCHOOL SPORTS COMPLEX**

Because the programs and activities offered at the Half Moon Bay High School sports complex (stadium) are incapable of being relocated to another District building or facility that is accessible, the District agrees to the conditions below in order to make the programs and activities conducted there accessible and usable by persons with disabilities.

The District will ensure that the stadium has the following accessible features, meeting the following applicable technical provisions of the U.S. Department of Justice 2010 ADA Standards.<sup>1</sup>

- a. Accessible parking consistent with § 208;
- b. Accessible passenger loading zones consistent with § 209;
- c. Accessible safe approaches from adjacent parking areas, passenger loading zones, walkways, and public transportation stops, if any, to the extent within the District's control and not in the public right-of-way, consistent with § 206.2.1 and § 206.3;
- d. An accessible entrance to the stadium, and into those rooms or spaces open to the public where such programs, services, or activities are provided, including any concession stands or areas, consistent with §§ 206.2.6, 206.2.7, 206.4 and 206.5;
- e. An accessible water fountain (if a water fountain is provided), on an accessible level, consistent with § 211;
- f. Accessible men's and women's toilet rooms on an accessible level, including a standard stall for each or one unisex-accessible toilet room, consistent with § 213;
- g. Signage (identifying permanent rooms and spaces) with raised and Braille characters, as well as directional signage and parking signage, as required by § 216;
- h. At least one accessible means of vertical access (an accessible elevator, ramp, or lift) if any program, service, or activity offered is located above or below the accessible entry level connecting the entry level and all levels on which the program, service or activity is offered, consistent with § 206.2.3 and § 206.3;

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<sup>11</sup> Available at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>

- i. Accessible seating in the home bleachers of the stadium or other available seating such as press or media boxes or premium seating area, consistent with § 206.2.7 and § 221; and,
- j. One safe accessible route from the accessible entrance to each accessible space consistent with §§ 206.2.2, 206.2.4, and 206.3.

## II. REPORTING REQUIREMENTS

- a. By June 1, 2015 the District will submit to OCR “as built” documentation of accessible stadium features that do not require structural change because they already meet the applicable ADA standards for accessible design (e.g. male and female restrooms adjacent to the home side seating and south side parking stalls).<sup>2</sup>
- b. By September 1, 2015, the District will submit a report to OCR describing its analysis, under the 2010 ADA Standards at 28 CFR 35.151 (b)(4)(iii), of the feasibility of building a path of travel around the exterior of the track at the stadium to the visitor’s side bleachers. Based on the findings in the first feasibility analysis, if OCR determines that additional analysis is necessary under 28 CFR 35.151 (a)(2), the District will submit a supplemental analysis to OCR by October 1, 2015.
- c. If the District and OCR determine that extending the path of travel is not feasible, then the District will submit a detailed report to OCR describing its program access plan in the event that the stadium’s track cannot be used as a path of travel to the visitor’s bleachers within 30 days of OCR’s determination. This plan will include a description of the following:
  - i. a list of programs and activities where the visitor’s side bleachers are used based on input from PE teachers, administrators, students, coaches and other community members;
  - ii. how notice will be provided to the community that the area is not accessible to any individual;
  - iii. how the visitor’s side will be closed off;
  - iv. how notice of the closed area will be provided to personnel to implement and monitor the implementation of the program access plan.
- d. By December 1, 2015, the District will submit a copy of the entire scope of its stadium project to OCR, including planned alterations, maintenance, renovations, reconstruction, rehabilitation, rearrangements, etc. unrelated to building accessible components, its plan submission to the California Division of the State Architect, and its ADA improvement plan. The ADA improvement plan will include the following structural changes:
  - i. Accessible passenger loading zones
  - ii. Accessible safe approaches and route from the accessible parking and loading zones that does not require traveling on the same route as a drive aisle or fire road that connect the accessible features of the stadium
  - iii. Accessible water fountain
  - iv. Signage indicating the accessible route to the stadium elements and other accessible features
  - v. Accessible vertical access from the home side of the field to a) bleacher seating; and b)

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<sup>2</sup> For guidance, see the ADA Checklists for Existing Facilities at [www.adachecklist.org/checklist.html](http://www.adachecklist.org/checklist.html)

- track and field/on field elements
- vi. Accessible seating in the home side bleachers including requirements for integration, lines of sight and dispersion, and on field team/player seating
  - vii. Accessible concessions

The District will work collaboratively with OCR to revise the plans to resolve any questions or concerns raised by OCR with respect to physical or program accessibility prior to construction.

- e. By March 1, 2016 the District will provide OCR with a timeline under which it plans to break ground and complete construction of the accessible features to the stadium with the projected completion date in September 1, 2016. If construction to the stadium will not be completed by the projected date, the District agrees to negotiate an alternative remedy with OCR within forty-five (45) calendar days of the determination that construction will not be completed.
- f. Within thirty (30) calendar days of completing the structural changes required under this Agreement, the District will provide to OCR verification that the required structural changes have been completed. Verification will include photographs and documentation from the individuals or corporations that performed the changes, and may include a site visit by OCR.

### III. MONITORING

- a. 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 in compliance with the regulations implementing Section 504 and Title II of the ADA, at 34 C.F.R. part 104 and 28 C.F.R. part 35, which were at issue in this case.
- b. 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 of the ADA, at 34 C.F.R. part 104 and 28 C.F.R. part 35, which was at issue in this case.
- c. 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.

\_\_\_\_\_/s/\_\_\_\_\_  
Tony Roehrick, Ed.D.  
Superintendent  
Cabrillo Unified School District

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03/18/2015  
Date