

**Resolution Agreement  
McMinn County School District (Tennessee)  
OCR Complaint # 04-20-1277**

The U. S. Department of Education (Department), Office for Civil Rights (OCR) and the McMinn County School District (District) enter into this Resolution Agreement (Agreement) to voluntarily resolve the allegations in complaint number 04-20-1277. The District assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibits discrimination on the basis of disability by recipients of Federal financial assistance from the Department; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35, which prohibits discrimination on the basis of disability by public entities. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District.

All modifications necessary to provide access under this Agreement for new facilities will be made consistent with the applicable standards in the 2010 ADA Standards for Accessible Design (2010 ADA Standards)<sup>1</sup> or any accessibility standard that provides equivalent or greater access to individuals with disabilities.

Pursuant to Section 302 of OCR's *Case Processing Manual*, to resolve the issues of this complaint, the District agrees to implement the following corrective actions.

**ACCESSIBILITY PLAN**

**Initial Report**

1. Within sixty (60) days of the signing of this Agreement, the District will confer with an individual who is knowledgeable about the architectural accessibility requirements of Section 504 and Title II.
2. Within ninety (90) days of the signing of this Agreement, the District will conduct an accessibility survey of Niota Elementary School (School) to determine whether the parking facilities serving the pre-kindergarten entrance and the routes leading from these facilities to the pre-kindergarten entrance are accessible to and usable by individuals with disabilities.

The District will develop a written report (Initial Report) identifying the findings from the self-assessment. The Initial Report shall include, but not be limited to, the following components:

- a. Identification of the parking lot(s) serving the School's pre-kindergarten entrance which the District intends to utilize during the School's designated pre-kindergarten pick-up and drop-off times;
- b. Relevant measurements, photographs, diagrams, technical drawings, etc., the District considered during its analysis; and

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<sup>1</sup> Located at: <https://www.ada.gov/regs2010/2010ADAStandards/2010ADAstandards.htm#titleII> (Last accessed 5/7/2020).

- c. The modifications necessary to ensure the parking facilities and routes leading from these facilities to the School are readily accessible to and useable by individuals with disabilities and the proposed steps the District will take to modify or alter these areas to ensure they are readily accessible.

**REPORTING REQUIREMENT:** Within thirty (30) days of the completion of the Initial Report pursuant to Item 2, the District will submit the Initial Report to OCR.

### **Final Report**

3. Within six (6) months of the District's submission of the Initial Report to OCR, the District will submit a final report (Final Report) demonstrating the completion of the modifications or alterations identified in the Initial Report. This Final Report shall include such documentation that is sufficient to show the parking facilities serving the School's pre-kindergarten entrance and the routes leading from these facilities to the School are in compliance with Section 504 and Title II, including, but not limited to: measurements, photographs, technical drawings, work orders, and invoices. The Final Report shall demonstrate that the modifications or alterations comply with the specific requirements of the 2010 ADA Standards below.
  - a. Provide for an adequate number of accessible spaces, including van accessible spaces. *See* 2010 ADA Standards §§ 208.2 and 208.2.4.
  - b. Ensure that accessible parking spaces are 96 inches wide minimum and van parking spaces are 132 inches wide minimum, marked to define the width, and have an adjacent access aisle. *See* 2010 ADA Standards § 502.2.
  - c. Provide for access aisles serving car and van parking spaces that do not overlap the vehicular way and that are 60 inches wide minimum, extend the full length of the parking spaces they serve, and are marked so as to discourage parking in them. *See* 2010 ADA Standards §§ 502.3 and 502.3.4.
  - d. Provide for an accessible route from the parking facilities to the School. *See* 2010 ADA Standards §§ 402 and 403.
  - e. Ensure that each parking facility modified under this Agreement that services a particular building or facility is located on the shortest accessible route from the parking facility to an accessible entrance. Where parking serves more than one accessible entrance, ensure that parking spaces are dispersed and located on the shortest accessible route to the accessible entrances. *See* 2010 ADA Standards §§ 208.3, 206.4, and 402.
  - f. Ensure that parking spaces and the access aisles serving them are at the same level and are stable, firm, and slip resistant. *See* 2010 ADA Standards §§ 502.4 and 302.
  - g. Ensure that parking spaces for vans and access aisles and vehicular routes serving them provide a vertical clearance of 98 inches minimum. *See* 2010 ADA Standards § 502.5.

**REPORTING REQUIREMENT:** The District's Final Report will reflect the District's implementation of the modifications to the parking facilities and routes to the School, as identified in the District's Initial Report and in compliance with Item 3 of this Agreement and the 2010 ADA Standards. The District's Final Report will include blueprints, photographs, and work orders (if available).

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 and obligations of this Agreement. Upon completion of the commitments under this Agreement, OCR will close this case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) or regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon signature of the Superintendent or Designee below.

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Superintendent or Designee  
McMinn County School District

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Date