

RESOLUTION AGREEMENT

Lincoln Memorial University, Tennessee OCR Complaint # 04-20-2131

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Lincoln Memorial University (University) enter into this resolution agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University 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.

Prior to the completion of OCR's investigation, the University agreed to resolve an issue of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to ensure compliance with Section 504 and its implementing regulations, the University voluntarily agrees to the following actions. All modifications necessary to provide access pursuant to this Agreement will be made consistent with the applicable standards in the 2010 ADA Standards for Accessible Design¹ or any accessibility standard that provides equivalent or greater access to individuals with disabilities.

Item 1: Accessible Parking

Within sixty (60) days of signing this Agreement, in consultation with persons knowledgeable of the accessibility requirements of the 2010 ADA Standards, the University will install a minimum of seven (7) accessible parking spaces, including accessible routes, at the University's DeBusk Veterinary Training Center (DVTC); and, a minimum of eleven (11) accessible parking spaces, including accessible routes, at the University's College of Veterinary Medicine (CVM). The parking spaces shall comply with §502 of the 2010 ADA Standards as follows:

- Identification: Each designated accessible parking space, including van accessible space, shall have identification signs that include the International Symbol of Accessibility complying with 703.7.2.1. Signs identifying van parking spaces shall contain designation "van accessible." *See* 2010 ADA Standards § 502.6;
- Vehicle Spaces: Designated accessible car parking spaces shall be 96 inches wide minimum and van parking spaces shall be 132 inches wide minimum, shall be marked to define the width, and shall have an adjacent access aisle complying with 502.3. *See* 2010 ADA Standards § 502.3; Figure 502.2;
- Access Aisles: Access aisles shall be marked so as to discourage parking in them. *See* 2010 ADA Standards § 502.3;

¹ Located at: <http://www.ada.gov/regs2010/2010ADAStandards/2010ADAStandards.htm#c1> (Last accessed 6/26/2020)

- Accessible Routes: Each parking lot shall have designated accessible routes that provide access from the accessible parking spaces to the closest accessible entrance. *See* 2010 ADA Standards § 402; and,
- Floor or Ground Surface: Parking spaces and access aisles serving them shall comply with 302. Access aisles shall be at the same level as the parking spaces they serve. Changes in level are not permitted. *See* 2010 ADA Standards § 502.4.
- **Reporting Requirement:**

On or before October 30, 2020, the University will provide OCR with pictures, including measurements and diagrams, for each of the University parking lots at the DVTC and CVM modified pursuant to the Item 1 above. The University's documentation will reflect that the University has modified each parking lot, including designated accessible routes, to comply with the applicable requirements of the 2010 ADA Standards.

The University understands that by signing this resolution agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this resolution agreement. Further, the University understands that during the monitoring of this resolution agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms and obligations of the Agreement. Upon completion of the obligations under this resolution agreement, OCR will close the case.

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

This Agreement will become effective immediately upon the signature of the University's representative below.

University President or Designee

Date

Printed Name and Title