

**Resolution Agreement**  
**Gregory-Portland Independent School District**  
**OCR Complaint #06-19-1114**

The U.S. Department of Education, Office for Civil Rights, (OCR) and Gregory-Portland Independent School District (the District) enter into this resolution agreement (Agreement) to voluntarily resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. 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. Section 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance.

The District will ensure that any new facilities or part of a facility will be constructed in accordance with the U.S. Department of Justice (DOJ) adopted accessibility guidelines. The DOJ's 2010 ADA Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A (2010 Standards) became effective on March 15, 2012. Compliance with the 2010 Standards is required for new construction and alterations that were initiated on or after March 15, 2012. Prior to the 2010 Standards, the effective standards for new construction were the American National Standards Institute, effective June 3, 1977, the Uniform Federal Accessibility Standards (UFAS), effective January 18, 1991, and the 1991 Americans with Disabilities Act Accessibility Guidelines (1991 or ADAAG), effective January 26, 1992.

Unless otherwise noted, all structural changes or modifications to existing facilities pursuant to the Agreement will be in accordance with the technical and scoping requirements of the 2010 Standards referenced above.<sup>1</sup> New and altered facilities (or the identified new or altered part) will be readily accessible to and usable by individuals with disabilities.

Prior to the completion of OCR's investigation, the District agreed to voluntarily resolve this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the District agrees to take the following actions:

**Action Item #1 – Accessible Doors Self-Evaluation**

The District will conduct a self-evaluation of interior doors at T.M. Clark Elementary School (the School) including doors to all classrooms used during the 2018-2019 school year, doors to the cafeteria and doors to the kindergarten area restrooms to determine whether they comply with the governing accessibility standard (i.e., ANSI<sup>2</sup>, UFAS<sup>3</sup>, 1991 Standards<sup>4</sup> or the 2010 Standards for accessibility), and to determine whether modifications are required to comply with the accessibility standards. The District will ensure the identified doors comply with the governing standard.

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<sup>1</sup> The 2010 Standards can be accessed at this DOJ website: [www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm).

<sup>2</sup> American National Standards Institute (ANSI) Standards (A117.1-1961, reaffirmed 1971).

<sup>3</sup> Uniform Federal Accessibility Standards (UFAS), <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-aba-standards/ufas>.

<sup>4</sup> 1991 ADA Standards for Accessible Design (1991 Standards), [https://www.ada.gov/1991ADASTandards\\_index.htm](https://www.ada.gov/1991ADASTandards_index.htm).

- a) **Within 60 days** of the signing of this Agreement, the District will submit to OCR a detailed report documenting its self-evaluation of each identified door and its Action Plan for correcting any compliance problems found during the self-evaluation. For each door, the report shall include, but not be limited to, documentation related to the following:
- i. The governing standard for the door at the time the self-evaluation is initiated,<sup>5</sup> including the specific date(s) and year(s) when the door was installed and last modified;
  - ii. Clear width;
  - iii. Maneuvering clearance;
  - iv. Height of the threshold;
  - v. Door hardware;
  - vi. Closing speed; and
  - vii. Opening force.
- b) **Within 90 days** of the District's submission responsive to Reporting Requirement 1(a) above, the District will submit a report to OCR reflecting the District has completed all modifications under its Action Plan. This report shall include, for example, detailed photographs or videos showing the relevant measurements of any alterations or renovations, architectural plans, work orders, purchase orders, invoices, proof of efforts to secure funding/assistance for structural renovations or equipment, and other such documentation demonstrating full implementation of the Action Plan in compliance with Section 504.

The District understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504.

The District also 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 the Agreement. Further, the District understands that during the monitoring of the Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as necessary for OCR to determine whether the District has fulfilled the terms of the Agreement. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close the 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 administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceeding to

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<sup>5</sup> If modifications to a door are made as a result of this Agreement, the governing standard for the alterations will be the 2010 Standards.

enforce this agreement, OCR shall 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 the signature of the District's representative below.

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Dr. Paul Clore, Superintendent  
Gregory-Portland Independent School District

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Date