MEMORANDUM

Date: October 29, 2025

To: The Honorable Chair, Senate Committee on Education and Health

and The Honorable Chair, House Committee on Education

Commonwealth of Virginia

Subject: Report of Accessibility Review Progress – 2025 Uncodified Acts, Chapter 566

Dear Chairs,

In accordance with 2025 Uncodified Acts, Chapter 566, Cumberland County Public Schools is conducting the required review of accessibility challenges across our school and developing recommendations to address identified barriers.

To fulfill this mandate, the District has engaged Precision Infrastructure Management (PIM) for the following:

- GAP Analysis (Complete, attached): An organizational-level review of our current publicly visible compliance posture, policies, procedures, and high-level risks, aligned to ADA/Section 504 administrative requirements.
- Recommendations to improve the District's accessibility posture, which include:
 - o Programmatic spaces in which services are provided, including facilities and playgrounds, and online communication and assistance.
 - Administrative requirements of the Virginians with Disabilities Act and the Americans with Disabilities Act.
 - A compliance roadmap that includes strategies for assessing, prioritizing, and remediating physical barriers within the District.

DELIVERABLES & SHARING PLAN

- Preliminary findings briefing: [GAP: Complete]
- Compliance roadmap with prioritized recommendations: [Jan 2026]

We will submit and share the District's GAP Analysis and roadmap with the Reports to the General Assembly (RGA) upon completion, together with our implementation roadmap. This schedule reflects current fieldwork availability and the need to validate findings with school operations and safety teams.

For questions, please contact Jeff Dingeldein at jdingeldein@cucps.k12.va.us. Thank you for your leadership in advancing accessibility and inclusion for Virginia's students and school communities.

Respectfully submitted,

Jeff Dingeldein Director of Technology, CTE, and Safety Cumberland County Public Schools

Cumberland Public Schools ADA Gaps Analysis

Prepared for Jeff Dingeldein

EXECUTIVE SUMMARY

Using the information provided by **Mr. Dingeldein,** Precision Infrastructure Management (PIM) proposes to provide an Americans with Disabilities Act (ADA) Gaps Analysis.

PIM is a corporation whose business is based solely on ADA Transition Plans, Condition Studies, and Pedestrian Infrastructure Management. Our experts have assisted our clients in improving pedestrian accessibility, safety, alleviating trip and fall liability, exceeding the requirements of the Americans with Disabilities Act (ADA), and improving community assets across the United States for over a decade. We have worked with more than 525 municipal entities and projects across the Mid-Atlantic to help them complete ADA transition plans, comply with ADA Title II and III requirements, and to evaluate and maintain their right-of-way, facilities, and parks.

In response to Virginia's 2025 accessibility review mandate (§1), Precision Infrastructure Management (PIM) offers an **ADA Gaps Analysis** specifically designed to help school divisions meet compliance requirements efficiently and affordably. For a **flat fee of \$500**, PIM will conduct a targeted review of each division's existing facilities, programs, and support for individuals with disabilities to identify current accessibility gaps and compliance risks. This analysis will provide a concise summary of key barriers and challenges across both physical and programmatic areas, benchmarked against Title II of the ADA and PROWAG standards. The resulting report will outline actionable next steps—highlighting areas that need further assessment, immediate low-cost improvements, and long-term planning priorities—to help school divisions prepare their formal report due to the General Assembly by **November 1, 2025**. Our Gaps Analysis allows each division to demonstrate proactive compliance, build stakeholder confidence, and establish a clear foundation for a future comprehensive ADA Transition Plan and full assessment.

PROJECT SCHEDULE AND DURATION

The field collection portion of this project is anticipated to take approximately 2-4 weeks to complete.

INSURANCE AND INCORPORATION

PIM is a corporation registered in the state of Delaware with a Certificate of Authority to operate in North Carolina, Virginia, West Virginia, District of Columbia, Pennsylvania, and New York. Proof of liability, workers compensation, and auto insurance will be provided as requested.



CONFIDENTIALITY

This copyrighted material is presented by PIM to Cumberland County Public Schools for the purpose of evaluating an offer to provide self-assessment, condition study, and ADA transition related products and services. These literary, graphic, and pictorial works may not be reproduced or retransmitted in any form and the information presented in this proposal may not be disseminated without express written consent.

PROJECT TEAM

Kevin McDaniel, ADAC – Self-Evaluations, Programs, Policies, Services, and Communications (website) Education: Florida State College, BSSM, Web Development Specialist, ACTCP/ADA Coordinator & CPACC Certification

Kevin McDaniel is a seasoned ADA compliance expert with extensive experience as an ADA Coordinator for both Jacksonville, Florida, and Colorado Springs, Colorado. With a deep understanding of accessibility standards, Kevin has played a pivotal role in developing and implementing comprehensive ADA Transition Plans in major cities. He is a Certified ADA Coordinator and a Web Development Specialist, bringing a unique blend of technical and regulatory expertise to his work. Kevin's commitment to accessibility and his ability to navigate complex compliance challenges make him a nationally recognized authority in the field of ADA compliance.

Patrick Nealon, ADA Coordinator - Director of Assessments & Field Collection

Education: SUNY Potsdam, B.S. Criminal Justice

Patrick is responsible for supervising, training, and developing through mentorship Precision's data collection teams. He is well versed in ADA compliance requirements and maintains or exceeds Precision's high standards for quality control and accuracy. He manages the field data collection teams that service over 100 municipal type customers with their sidewalk asset management programs. His customer service background makes him a natural liaison with project partners, residents, and business owners in the field during administration of self-assessments.

Eric Goins, ADA Coordinator - Geospatial Information Systems & Software - GIS Manager & Analyst Education: Indiana University of Pennsylvania, BA Geography and Geographic Information Science

Eric Goins, a graduate of Indiana University of Pennsylvania with a degree in Geography and GIS, has extensive experience managing GIS projects. He has worked with the Pittsburgh Water and Sewer Authority and led GIS initiatives for Pittsburgh, Loudoun County, Fairfax County, Arlington, Washington, DC, Raleigh, Charlotte, and more. Eric earned an ADA coordinator certification in 2024.



PROJECT ACCEPTANCE

Email: j.brooks@precisioninfrastructuremgmt.com

or Fax to: (800) 734-8891

Upon receipt of this signed acceptance or Purchase Order, PIM will initiate the ADA Gaps Analysis.

Total: \$500

Approved By: Jeff Dingeldein

Director of Technology, CTE and Safety

effrey Dingeldein

804-492-4212

jdingeldein@cucps.k12.va.us



NOTES

- 1. The undersigned (the "Customer") hereby engages Precision Infrastructure Management ("PIM") and agrees to the terms and conditions set forth herein. PIM priced this proposal based on the customer's approved specifications. The ADA's language on ADA specifications can be found at the U.S. Access Board. (U.S. Access Board Home (access-board.gov). The specifications we apply will be those in effect as of the date the proposal is agreed to. Approval of this project by any method is approval of the specifications priced in the proposal.
- 2. PIM inspects only those areas specifically approved by you, our customer, and therefore makes no guarantee all the customer's property has been inspected. PIM also will use its best reasonable efforts to assess such areas, but may not be able to find every latent or hidden barrier or issue. In addition, PIM's assessment is based on information provided by you, and in order for PIM to conduct its assessment, accurate and complete information from you is necessary.
- 3. After the project is completed, new barriers may occur due to, e.g., natural causes such as roots, water, freezing, pipes, and other natural causes, repairs to buildings or property, new construction, or other man-made causes, or for other reasons. The parties acknowledge that the property is not static, but changes over time for various reasons unrelated to and not caused by PIM. Upon completion of the project, PIM is not liable for any claims, losses, or damages related to the occurrence of new ADA barriers.
- 4. While we endeavor to perform our Services in a professional, thorough, and workmanlike manner, we work with hundreds or thousands of ADA barriers on each job, and therefore cannot make any guarantees or warranties regarding the completeness of our catalogue of ADA barriers. Should you identify any barriers that were missed, whether within the specified scope of this project or not, please contact us and we will work with you to add them to the final reports.
- 5. PIM is an equal opportunity employer. PIM does not discriminate on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. We will not discriminate, and will take affirmative action measures to ensure against discrimination, in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the basis of race, color, religion (creed), gender, gender identity, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military or veteran status.
- 6. PIM is committed to providing a safe environment for all its employees free from discrimination on any ground and from harassment at work including sexual harassment. PIM will treat all incidents seriously and promptly investigate all allegations of sexual harassment. Any person found to have sexually harassed another will face disciplinary action, up to and including dismissal from employment. All complaints of sexual harassment will be taken seriously and



treated with respect and in confidence. No one will be retaliated against for making such a complaint. sexual harassment is unwelcome conduct of a sexual nature which makes a person feel offended, humiliated, and/or intimidated. It includes situations where a person is asked to engage in sexual activity as a condition of that person's employment, as well as situations which create an environment that is hostile, intimidating, or humiliating for the recipient. sexual harassment may involve one or more incidents, and actions constituting harassment may be physical, verbal, or non-verbal.

- 7. In accepting any portion of this proposal, if you certify that a job or project is not subject to prevailing wage, and it is later determined to be a prevailing wage job, there will be a 30% upcharge or the calculated additional cost of the wages, whichever is greater. In addition, you will be responsible to reimbursement of any of PIM's actual costs due to the prevailing wage job determination, including but not limited to the attorneys' fees incurred by PIM in connection therewith.
- 8. Although drawn by PIM, if you agree to this proposal you agree that in the event of any dispute over its meaning or application be interpreted fairly and reasonably and neither more strongly for nor against either Party.
- 9. PIM catalogues only those ADA barriers specifically requested by customers. PIM makes no guarantee or representation that all ADA barriers have been catalogued after the contract is completed. Also, it is recognized that after completion of the contract, ADA barriers may and frequently do continue to appear naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PIM is not responsible for movement or changes in the sidewalks and is not liable for any related claims, losses, damages, or liabilities pertaining thereto.
- 10. Pricing is valid for 90 days from when PIM sends this proposal, and is based on the volume of work represented in the proposal.
- 11. By signing below acceptance of proposal, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, I authorize PIM to complete the work detailed in this proposal in accordance with PIM's schedule and pricing below and attached. Also, payment of PIM's invoice(s) will confirm that I have inspected PIM's work and that it was performed to my satisfaction.
- 12. ADA Barrier Disclaimer. Pursuant to this agreement, PIM is utilizing commercially reasonable efforts to locate and catalogue ADA barriers within the scope of its engagement. PIM's engagement, however, is not and shall not be interpreted as a warranty or guarantee that all ADA barriers have been identified and remedied. Barriers can be difficult to locate and may be hidden in various ways; while PIM will attempt to locate all reasonably identifiable barriers, PIM cannot guarantee that it will locate all barriers. In addition, worksites can change on a daily basis (or more frequently), and PIM is not responsible for ongoing changes to worksites after it identifies and catalogues ADA barriers. By signing this agreement, Customer agrees and acknowledges that PIM cannot and does not claim to identify and catalogue all barriers from the worksite, and that Customer, and not PIM, holds responsibility for barriers on its property.

