

**Resolution Agreement**  
**Western Connecticut State University**  
**Complaint 01-13-2166**

Western Connecticut University (University) agrees voluntarily to take the steps set out below to resolve the above-referenced complaint that was filed with the U.S. Department of Education (Department), Office for Civil Rights (OCR) pursuant to Section 504 of the Rehabilitation Act of 1973 and its implementing regulation found at 34 C.F.R. Part 104 (Section 504) and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation found at 28 C.F.R. Part 35 (Title II). This Agreement is submitted by the University without an adverse finding having been made by OCR with regard to the complaint.

All improvements made to comply with this Agreement will be made in accordance with the 2010 ADA Standards for Accessible Design (2010 Accessible Standards, available at: [http://www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm)), unless the University chooses to use a different standard that provides equivalent or greater access than the 2010 standards.

**Provisions**

- A. The University will conduct a full review of all routes (meaning walking surfaces with a running slope not steeper than 1:20; doorways; and ramps, from parking to seating, as well as bathrooms) that will be used by spectators for its graduation program (Graduation), beginning with the 2014 Graduation. In particular, the University will identify (and/or develop, as needed), routes that comply with the 2010 Standards, from accessible parking areas to each accessible seating area. In particular, the University will consider:
1. How to provide accessible routes to accessible field seating;
  2. How both accessible and inaccessible routes will be marked to ensure that persons with mobility impairments will be appropriately directed, including having signs that comply with the requirements of the 2010 Standards;
  3. How event and graduation staff will be trained on the accessible routes that will be used, as well as on preventing spectators without mobility impairments from obstructing the sightlines of wheelchair users; and
  4. If the University opts to hold the 2014 Graduation at an alternate location due to construction at the Athletic Complex, how the Graduation at the alternate site will be made accessible, including parking, routes, seating and bathrooms, to persons with mobility impairments.
- B. By no later than **March 15, 2014**, the University will provide to OCR, for review and approval, a Protocol that addresses the issues identified in Paragraph A, to ensure that the University's graduation ceremonies will be readily accessible to and usable by, persons with mobility impairments, including wheelchair users (Protocol).

- C. By no later than **July 1, 2014**, the University will provide to OCR a thorough explanation of how the Protocol was implemented to ensure accessibility of Graduation, including supporting photograph evidence of accessible routes.

The University 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 University understands that during the monitoring of this agreement, if necessary, OCR may visit the University to 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 of this agreement and is in compliance with the regulation implementing, Section 504 and Title II, specifically at 34 C.F.R. Section 104.21 et. seq., and 28 C.F.R. Section 35.149 et seq., which were at issue in this case.

The University 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 pursuant to 34 C.F.R. Sections 100.9 and 100.10, or judicial proceedings to enforce this Agreement, OCR shall give the University written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

For the University

\_\_\_\_\_/s/\_\_\_\_\_

Fred Cratty  
Associate Vice President for  
Human Resources

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Date