

Resolution Agreement
Auburn University (Alabama)
OCR Complaint # 04-18-2305

The U.S. Department of Education, Office for Civil Rights (OCR) and Auburn 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. Section 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Sections 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

All modifications necessary to provide access under this Agreement will be made consistent with the applicable standards in the 2010 ADA Standards for Accessible Design pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c) (hereinafter, 2010 ADA Standards for Accessible Design) or any accessibility standard that provides equivalent or greater access to individuals with disabilities. Prior to the completion of OCR's investigation, the University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to ensure compliance with Section 504 and Title II and to resolve the issues in Complaint # 04-18-2305, the University agrees to take the following actions:

ACCESSIBILITY PLAN

1. Within thirty (30) days of the execution of this Agreement, the University will identify for OCR the name and credentials of the consultant who was retained by the University to develop and to draft University Project Number 18-170 (Plan), issued on November 30, 2018 and entitled, "*Glanton House Marriage and Family Therapy ADA Upgrades – Issued for Construction*". OCR acknowledges and accepts that the written Plan includes the entirety of the modifications and upgrades required to resolve the complaint allegations.
2. Within one hundred eighty (180) days of the execution of this Agreement, the University will complete the modifications and upgrades of the House in accordance with the Plan, which will ensure that the first floor of the House, including the first floor observation room, interior doors, toilet room, and accessible routes, as well as the single dedicated accessible parking space adjacent to the House, are in compliance with the 2010 ADA Standards. The areas of the House that are to be modified pursuant to the Plan will hereinafter collectively be referred to as "the Areas."
3. Upon completion of the modifications as outlined in the Plan, the University's consultant will examine the Areas to ensure that the modifications made to the Areas are accessible

to and usable by persons with disabilities in accordance with Section 504, Title II, and the 2010 ADA Standards.

4. In order to address the disability-related needs of the Complainant who is named in Complaint # 04-18-2305, the University's consultant will also confirm that the HVAC system at the House, which includes individual units in some rooms, is in full working condition following the installation of a new heat pump in Room 106 in August 2018, which will assist the Complainant in regulating her body temperature.
5. The University will submit a written report (Report) of the consultant's findings to OCR. The Report will document that the University has implemented the Plan and that the Areas comply with the specific requirements of the 2010 ADA Standards as set forth below:

Designated Accessible Parking

- a. Complete proposed modifications to the single designated accessible parking space adjacent to the House pursuant to the Plan, including the installation of a designated accessible route that connects the accessible parking to the nearest accessible entrance to the House. *See* 2010 ADA Standards §§ 208.3, 216.5, 502.2 and Advisory 502.3.
- b. Complete the installation of a ramp pursuant to the Plan that provides access to the House that complies with § 405 of the 2010 ADA Standards.
- c. Ensure that directional signage installed pursuant to the Plan indicates the location of the nearest accessible entrance complying with § 504 from the designated accessible parking spaces. *See* 2010 ADA Standards §§ 216.6, 703.5 and 703.7.2.1.

Modifications to the House

- d. Ensure that the automated doors installed at the House pursuant to the Plan comply with § 404.3 of the 2010 ADA Standards and guidance on the 2010 ADA Standards which states, "[d]oors are not required to be automated, but must comply when provided." United States Access Board Technical Guide, *Chapter 4: Entrances, Doors, and Gates* (July, 2015).¹
- e. Ensure that all designated accessible exterior entrances to the House and first floor interior doors in the House comply with § 404 of the 2010 ADA Standards as outlined in the Plan.
- f. Ensure that the modifications made pursuant to the Plan to the therapy rooms, observation rooms and classrooms located on the first floor are accessible to individuals with mobility disabilities.

Interim Individualized Assistance

- g. During the planning and implementation period of the Plan, the University will provide individualized assistance, as needed, to the Complainant and individuals with mobility disabilities so that they may readily access the University's programs and

¹ *See link* at <https://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/guide-to-the-ada-standards/chapter-4-entrances,-doors,-and-gates?highlight=WyJhcnRpY2xliwiYXJ0aWNsZXMiLDE3NTJd>.

activities located in the House. This assistance shall include providing working electronic and virtual access to therapy rooms, observation rooms, and any other areas of the House that may be inaccessible to the Complainant or other individuals with disabilities. The University will publicize a telephone number and email address in prominent locations at the House for individuals to contact a University representative if they need assistance. Additionally, the University will continue its current practice of relocating to an accessible location, any service, program or activity in the House that was not initially assigned to the first floor, for any individual with a mobility disability.

Access to 2nd Floor Programs, Services and Activities

- h. Program Access: Effective upon the execution of this Agreement**, the University will relocate, as appropriate, the programs, services and activities located on the 2nd floor of the House in order to provide access to the Complainant and other individuals with disabilities who are unable to access the 2nd floor of the House. The University will relocate the programs, services and activities located on the 2nd floor of the House to the 1st floor of the House, or to an accessible location at the University.

- i. Virtual Access: Effective upon the execution of this Agreement**, the University will provide the Complainant and other individuals who are unable to access the 2nd floor of the House due to their disabilities, with virtual access through the use of functioning computer monitors, television screens, and computer programs which allow the Complainant and other individuals with disabilities live access to the programs, services, classes and sessions that take place on the 2nd floor because they could not be relocated pursuant to paragraph 5(h). Faculty and staff who work in the House and the University's Office of Accessibility Staff will monitor access to the 2nd floor to ensure that individuals with disabilities receive access to the programs, services and activities located on the 2nd floor of the House.

Notice: The University will publish the phone number (334-844-2096) and contact information for the University's Office of Accessibility (<https://accessibility.auburn.edu/>) in prominent locations at the House entrance and throughout the House within 15 days of the execution of the agreement.

Reporting Requirements:

- 1. Within 60 days following completion of the Plan**, the University will provide a report from the consultant identified pursuant to Paragraph 1 outlining the completion. The University shall also make the Areas identified in the Plan available for OCR to conduct an onsite inspection, if necessary, to ensure that the modifications made pursuant to the Plan are in compliance with the 2010 ADA Standards and the requirements of this Agreement.

The University understands that by signing this Agreement, it agrees to provide the foregoing 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, 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 regulations implementing Section 504 at 34 C.F.R. §§ 104.21-104.23, and the regulations implementing Title II, at 28 C.F.R. §§ 35.149-35.151, which were at issue in this Complaint.

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 (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall 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.

President or Designee's Signature
Auburn University

Date

Printed Name and Title, if signed by Designee