

**Resolution Agreement**  
**OCR Case No. 05-16-2219**  
**University of Wisconsin – Madison**

The University of Wisconsin – Madison (University) voluntarily enters into this Resolution Agreement (Agreement) to resolve the above-referenced complaint and ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131–12134, and its implementing regulation, 28 C.F.R. Part 35, with respect to the allegations raised in the complaint. Section 504 prohibits discrimination and retaliation based on disability by recipients of Federal financial assistance and Title II prohibits discrimination and retaliation by public entities. By entering into this Agreement, the University does not admit wrongdoing and specifically denies the allegations of the complaint.

**Nondiscrimination and Disability Services Statement**

1. By December 31, 2016, the University’s Wisconsin State Laboratory of Hygiene (WSLH) will draft a nondiscrimination and disability services statement confirming that WSLH implements the University’s policies to not discriminate or retaliate on the basis of disability. At a minimum, WSLH’s nondiscrimination statement will provide:
  - a. that the University maintains policies prohibiting disability discrimination and retaliation in the University environment, including against students and employees; an explanation of the process for requesting and obtaining academic adjustments and accommodations for students and employees affiliated with WSLH; and the name, title, and contact information (including office address, e-mail address, and telephone number) for the University employee(s) responsible for coordinating disability services at WSLH as well as the University employee(s) responsible for receiving reports of disability discrimination and retaliation for the University.

**REPORTING REQUIREMENT:** By December 31, 2016, the University will submit to OCR for review and approval its draft nondiscrimination and disability services statement referenced in item #1.

**Publication**

2. Upon receipt of OCR’s approval of the draft nondiscrimination and disability services statement in item #1, the University will publish and widely disseminate the nondiscrimination and disability services statement by publishing it on the WSLH website and in any applicable WSLH handbooks and manuals, employee handbooks and student handbooks.

**REPORTING REQUIREMENT:** Within four weeks of receipt of OCR’s approval of the nondiscrimination and disability services statement referenced in item #1 and item #2, the University will provide to OCR for review documentation that it has published and disseminated the revised policies to all WSLH students and staff and posted the

nondiscrimination and disability statement in a prominent location on WSLH's website, and in any applicable employee and student handbooks.

### **Training**

3. By December 31, 2016, and annually thereafter for new staff, WSLH will provide effective training(s) to all WSLH staff members on the University's disability and nondiscrimination policies. WSLH will provide instruction on the responsibility of staff to ensure that students and employees with disabilities receive information about requesting academic adjustments and/or accommodations from the University, and the process for doing so. WSLH will also provide information on how to report incidents of possible disability discrimination and/or retaliation and the procedures for doing so, the responsibility of staff to enforce University policies, and instruction on how to recognize and take steps reasonably designed to prevent and respond appropriately to such discrimination and retaliation for engaging in protected activities. WSLH may create one or more trainings tailored to specific audiences (e.g. students/employees, human resources staff, fellowship directors) to meet this requirement.

**REPORTING REQUIREMENTS:** By December 31, 2016, the University will provide OCR documentation that it has implemented item #3, including a narrative statement describing the trainings it has provided to WSLH staff, all agendas and materials distributed at the training(s), and documentation demonstrating that all WSLH staff have attended the training(s) or make-up sessions.

### **Individual Relief**

4. By December 31, 2016, the University will reimburse the Complainant for lost wages from the effective date of her dismissal from the University (January 19, 2016) to the effective date of her employment with another postsecondary institution (July 1, 2016). The University may request documentation from the Complainant to verify the amount of lost wages, and may offset the payment amount by any other wages earned by the Complainant during the period between January 19, 2016, and July 1, 2016. The University's payment of lost wages is subject to applicable state and federal withholding.

**REPORTING REQUIREMENT:** By December 31, 2016, the University will provide OCR with the amount of lost wages it proposes to pay to the Complainant. Within four weeks of OCR's written approval of the amount of lost wages, the University will provide OCR with documents demonstrating that it has made the payment of lost wages to the Complainant.

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, 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. Part 104, and Title II, at 28 C.F.R. Part 35, which were at issue in this case.

The University understands that OCR will not close the monitoring of this agreement until OCR determines that the University has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. Part 104, and Title II, at 28 C.F.R. Part 35, which were at issue in this case.

The University understands and acknowledges that OCR may initiate administrative enforcement, 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 District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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For the University

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Date