

**Iowa State University
Resolution Agreement
OCR Docket #05-18-2189**

The U.S. Department of Education, Office for Civil Rights (OCR) and Iowa State 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, noncompliance, 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), 29 U.S.C. § 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. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination based on disability by recipients of Federal financial assistance and public entities, respectively.

Accordingly, the University agrees to take the following actions:

1. The University will provide an adequate number of accessible parking spaces, including van-accessible spaces, that meet the standards for dimensional size and signage contained in the 2010 ADA Standards for Accessible Design (2010 ADA Standards) for patrons attending events at the Hilton Coliseum. The University may comply with this requirement by (1) adding adequate permanent accessible parking spaces, including van accessible spaces, in parking lots B2 and B3; or (2) by temporarily designating Lot B2 and/or Lot B3 as accessible parking in their entirety during large events requiring overflow parking, provided the University utilizes temporary signage and properly demarcates proper dimensional size and aisles for handicapped and van-accessible parking spaces.

Reporting Requirements: By December 31, 2018, the University will submit to OCR for review and approval its plan for providing an adequate number of accessible parking spaces, including van-accessible spaces, in accordance with Section 1 of this Agreement. The University's plan will include the total number of parking spaces in each lot servicing Hilton Coliseum events, a map identifying each parking lot and the handicapped and van-accessible parking spaces within each lot, and, if applicable, a detailed description of any planned physical modification to existing parking facilities, including the schedule for completing such modifications.

By March 30, 2019, the University will provide OCR with a report demonstrating that it has complied with item 1 of this Agreement, including maps, drawings, and photographs with sufficient detail to demonstrate that any permanent or temporary modifications were made consistent with ADA standards.

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, 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 Section 504 and its implementing regulation at 34 C.F.R.

§§104.21- 104.23 and Title II and its implementing regulation at 28 C.F.R. §§ 35.149 - 35.151 and 35.163, which were at issue in this complaint. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 (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.

Approved and agreed to on behalf of Iowa State University:

/s/ _____
President or Designee

Date