

**Saint Catherine University  
Resolution Agreement  
OCR Docket #05-19-2249**

Saint Catherine University (University) enters into this resolution agreement (Agreement) with the U.S. Department of Education, Office for Civil Rights (OCR) and to resolve the allegation raised in OCR complaint #05-19-2249 regarding the University's facilities (the Old Main building and the Education building) on the Minneapolis Campus.<sup>1</sup> 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 ensure compliance 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. Section 504 prohibits discrimination based on disability by recipients of Federal financial assistance. Prior to the completion of OCR's investigation, the University voluntarily agreed to resolve the allegation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the University agrees to take the following actions:

**Notice:**

By **November 8, 2019**, the University will review and, to the extent necessary, enhance its procedures to ensure that interested persons utilizing the Minneapolis Campus can obtain information as to the existence and location of services, activities, and facilities that are accessible to and usable by persons with disabilities. When the University elects to reassign programs and activities to accessible buildings from existing facilities that are inaccessible, the University will provide notice to interested persons of its election to provide program access in that manner.

**Existing Facilities:<sup>1</sup>**

The University will continue to ensure that no student is denied access to its programs, activities, and services because of the inaccessibility of restrooms and parking in its existing facilities (the Old Main building and the Education building) on the Minneapolis Campus. The University will operate programs, activities, and services offered in those existing facilities so that when viewed in their entirety, they are readily accessible to persons with disabilities. To do so, the University may continue to reassign classes or other services to buildings from the Minneapolis Campus to the Saint Paul Campus with accessible restrooms and/or parking, as it has done in the past.

**Reporting Requirements:**

By **November 8, 2019**, the University will provide OCR with a report that includes the notices disseminated; a description of the methods used to disseminate the notices; and a list of the publications in which the notices appear or will appear at the next print publication.

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<sup>1</sup> The Minneapolis Campus building was sold in June 2019 and the University will no longer offer any classes or services on the Minneapolis Campus after December 31, 2020; though it is anticipated that such change may take place earlier (September 2020).

<sup>2</sup> Under Section 504, an "existing facility" is a building, or part thereof, where construction was commenced on or before June 2, 1977. Under Title II, an "existing facility is a building, or part thereof, where construction was commenced on or before January 25, 1992."

By **November 8, 2019**, the University will submit for OCR review and approval its plan and procedures for providing disabled persons who are enrolled in classes in its existing facilities (the Old Main building and the Education building) on the Minneapolis Campus with program access at the University. The University is unaware of any such students. The University's plan will include a description of any new or existing policies and procedures designed to provide program access.

**Complainant Relief:**

The University will continue to provide the Complainant access to the University's Holistic Health Studies graduate program. In compliance with this provision and the above Existing Facilities provision, the University has already permanently moved its Holistic Health Studies graduate program to the Saint Paul Campus.

**Reporting Requirements:**

By **October 28, 2019**, the University will provide OCR with a report that indicates how the University provided the Complainant with access to the University's Holistic Health Studies graduate program, including a description of how it provided accessible restrooms and parking to the Complainant.

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. §104.44 and Title II and its implementing regulation at 28 C.F.R. §§ 35.130, which were at issue in this complaint. OCR will provide the University with at least five business days' notice of any such visits or interviews. Upon completion of the obligations under this Agreement, OCR will 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 will 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 Saint Catherine University:

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

President or Designee

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Date