

RESOLUTION AGREEMENT
Minnesota State University - Mankato
OCR Case No. 05-21-2312

Minnesota State University – Mankato (University) enters into this agreement to resolve OCR Case No. 05-21-2312 regarding the University’s compliance with 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. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35. Section 504 prohibits discrimination on the basis of disability by recipients of Federal financial assistance and Title II prohibits discrimination on the basis of disability by public entities. The University receives Federal financial assistance and is a public entity. Therefore, it is subject to these laws.

1. By **May 1, 2022**, the University will relocate some of the four (4) MavPODs¹ it deems accessible so that one accessible pod shall be located in each of the following buildings: Wigley Administration Center; Wissink Hall; Morris Hall; and Myers Field House.
 - a. The University will ensure the placement of these (4) MavPODs are on an accessible route in compliance with the 2010 Title II ADA Standards at Section 206 *et seq.*

Reporting Requirement: By **May 15, 2022**, the University will provide documentation to OCR indicating in which University building each of the four (4) MavPODs are located and indicating where in the building the MavPOD is located, as required by Item 1.

2. By **May 1, 2022**, the University will order an additional accessible MavPOD. It will agree to install the accessible MavPOD promptly upon receipt. By May 15, 2022, the University will provide evidence of the purchase of the additional accessible MavPOD to OCR.
3. By **September 1, 2022**, the University will provide MavPODs that are accessible to individuals with mobility impairments in accordance with the 2010 Standards for State and Local Government Facilities: Title II (2010 Title II ADA Standards). To that end, the University will:
 - a. **Number:** Ensure the number of accessible MavPODs it provides complies with the 2010 Title II ADA Standards at Section 226.1
 - b. **Distribution:** Ensure the accessible MavPODs are distributed throughout the University campus in compliance with the 2010 Title II ADA Standards at Section 226.2.
 - i. The University will erect no more than one accessible MavPOD in any single University building.
 - ii. The University will place one (1) additional accessible MavPOD in the Memorial Library
 - c. **Accessible route:** Ensure the accessible MavPODs are on an accessible route in compliance with the 2010 Title II ADA Standards at Section 206 *et seq.*
 - d. **Specifications:** Ensure the accessible MavPODs comply with the 2010 Title II ADA Standards at Sections 902.1, 902.2 and 902.3.

¹ MavPODs are individual study pods: <https://mankato.mnsu.edu/it-solutions/help-support/mavpods/>.

REPORTING REQUIREMENT: By **September 15, 2022**, the University will provide documentation to OCR that it has implemented Item 2 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 requirement 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 Section 504 and Title II. Upon completion of the obligations under this Agreement, OCR shall close OCR Case No. 05-21-2312.

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 representative below:

[Enter Typed Name here]
[Enter Title here]

Date