

Resolution Agreement
University of Wisconsin-River Falls
OCR Case No. 05-22-2332

The University of Wisconsin-River Falls (University) submits the following Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR) in resolution of OCR case number 05-22-2332. The University submits this Agreement to ensure its 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, with respect to the allegations raised in this complaint.

Agreement Provisions:

- A. The University will ensure that no student is denied access to its programs, activities, and services because of the inaccessibility of the ground level of Hathorn Hall. The University will operate programs, activities, and services offered in Hathorn Hall so that when viewed in their entirety, they are readily accessible to persons with disabilities. To do so, the University may continue to reassign programs or other services to accessible locations on its campus, or provide accessible alternatives.
- B. By April 1, 2023, the University will review and, to the extent necessary, enhance its procedures to ensure that interested persons utilizing the ground level of Hathorn Hall 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 ensure accessibility by reassigning programs and activities being held on the ground level of Hathorn Hall, the University will provide notice to interested persons of its election to provide alternative access to such programs, services, or activities. Notice provided by the University may include, but is not limited to, postings in accessible areas of Hathorn Hall, electronic communications (email or text), and notice on its website.
- C. By May 1, 2023, the University will ensure that the showers deemed accessible in May Hall comply with the *2010 ADA Standards for Accessible Design* (2010 ADA Standards). The University will ensure that grab bars are installed in the showers in compliance with Sections 608.3 and 609 of the 2010 ADA Standards.
- D. By September 1, 2023, the University will ensure that kitchens and in-suite kitchenettes in South Fork Suites deemed “accessible” by the University will comply with the *2010 ADA Standards for Accessible Design* (2010 ADA Standards). The University may comply with this requirement by ensuring that the in-suite kitchenettes have the appropriate level of accessible storage as required by section 804.5 of the 2010 ADA Standards. Additionally, the University will ensure that the ovens and ranges deemed accessible in the South Forks Suites communal kitchens meet the requirements of section 804.6, including, but not limited to, the requirements of 804.6.4, 804.6.5, and 804.6.5.3.

Reporting Requirements:

- 1) By April 1, 2023, the University will provide OCR with documentation that illustrates the University's compliance with the requirements of Provision B of this agreement. Documentation should include a description of how the University will provide notice of accessible alternatives and an example of the process an individual must go through to request reasonable accommodations for programs, services, or activities held on the ground level of Hathorn Hall. Acceptable documentation may be, but is not limited to, email correspondence, links to online sources, or statements from the University.
- 2) By May 1, 2023, the University will provide OCR with documentation that the work identified in Provision C has been completed. Documentation should include visual representations that the work has been completed (e.g., photographic and video documentation). Any visual representations should include sufficient detail to demonstrate that the modifications were made consistent with the 2010 ADA Standards.
- 3) By May 1, 2023, the University will provide OCR with documentation that the kitchens and kitchenettes identified in Provision D of this agreement will be in compliance with the 2010 ADA Standards by September 1, 2023. Documentation should include the scope of work to be done and an estimated date of completion. Acceptable documentation may be, but is not limited to, email correspondence, a third-party work order, or statement from the University.
- 4) By October 1, 2023, the University will provide OCR with documentation that the work identified in Reporting Requirement 3 has been completed. Documentation should include visual representations that the work has been completed (e.g., photographic and video documentation). Any visual representations should include sufficient detail to demonstrate that the modifications were made consistent with the 2010 ADA Standards.

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 and obligations of this Agreement.

The University understands that OCR will not close the monitoring of this Agreement until such time as OCR determines that the University has demonstrated compliance with all the terms of this Agreement and is in compliance with the terms of the agreement and the statute(s) and regulation(s) at issue in the case.

The University understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings in the event of breach. Before initiating such proceedings, 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.

Name

Date

Title