

RESOLUTION AGREEMENT

University of the Incarnate Word OCR Complaint No. 06-22-2024

The U.S. Department of Education, Office for Civil Rights (OCR) and the University of the Incarnate Word (the 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, non-compliance, 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), as amended, 29 U.S.C. Section 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. Sections 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues under investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the University agrees to take the following actions:

ACTION ITEM 1: ACCESSIBILITY ASSESSMENT

Accessibility will be measured during the assessment identified within Action Item 1 as conformance and compliance with the requirements of Section 504 and Title II. With a construction date of 2013 and no subsequent alterations, the assessment(s) shall determine compliance with the 2010 ADA Standards for Accessible Design (2010 Standards).

By **August 30, 2022**, the University will conduct or complete an assessment of the accessibility of the Henrich Center for Fencing and International Sports (the Facility), specifically including an accessible entrance to the facility from the designated accessible parking, cross slopes of the accessible route from the upper parking lot to the sidewalk, parking space width accounting for pillars, and signage designating the route from the upper parking lot to the accessible entrance as indicated within the aforementioned Accessibility Standards paragraph.

Reporting Requirement

By **August 30, 2022**, the University will provide OCR with a copy of the results and determinations of the assessment, subject to OCR's approval, identified within Action Item 1. The results and/or supplemental information provided to OCR, shall include the assessment and identification of the requirements identified within the Accessibility Standards paragraph above.

ACTION ITEM 2: ACCESSIBILITY CORRECTIVE ACTION PLAN

By **November 1, 2022**, the University will develop a written corrective action plan identifying the modifications, if any, that have been identified in Action Item 1 to ensure accessibility compliance

of the Facility under the 2010 Standards, pursuant to Section 504 and Title II. As part of this process, the University will consult with appropriate professionals¹ knowledgeable about the Accessibility Standards, to assist it in compliance as necessary. The plan(s) will include a timetable for completion of all identified modifications.

Reporting Requirement

- i. By **November 1, 2022**, the University will submit to OCR the written corrective action plan(s) identified within Action Item 2.

ACTION ITEM 3: CORRECTIVE ACTION PLAN IMPLEMENTATION

Within 30 calendar days of receiving OCR's approval of the proposed written corrective action plan, the University will begin implementation.

Reporting Requirements

- i. **Within 60 calendar days** of receiving OCR's approval of the proposed written corrective action plan, the University will submit to OCR documentation establishing that the approved corrective action plan is being implemented according to the approved timetable for completion. Reports will be due every **180 calendar days** thereafter until the corrective actions and/or modifications have been completed.
- ii. **Within 60 calendar days** of completion of modifications and/or alterations identified pursuant to the approved timeline in the written corrective action plan, the University will submit documentation demonstrating that all actions indicated in the written corrective action plan have been completed.

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, if necessary, OCR may visit the University, interview staff, 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. Upon the University's satisfaction of the commitments made under this Agreement, OCR will close the case.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statutes and regulations. Before initiating such proceedings, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

¹ The appropriate professionals may be employees, contractors, or other representatives of the University or outside individuals or entities.

This Agreement will become effective immediately upon the signature of the University's representative below.

Dr. Thomas Evans, President
University of the Incarnate Word

Date