

**RESOLUTION AGREEMENT  
WASHBURN UNIVERSITY  
OFFICE FOR CIVIL RIGHTS DOCKET NUMBER 07162068**

Washburn University (University), Topeka, Kansas, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the allegation against the University in OCR Docket No. 07162068 that the Henderson Learning Resources Center (Henderson) was not accessible to individuals who are mobility impaired, and to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code (U.S.C.) § 794, and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation at 28 C.F.R. Part 35.

Prior to the completion of OCR's investigation, the University asked to resolve the allegation pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to ensure compliance with Section 504 and Title II and/or their implementing regulations, the University voluntarily agrees as follows:

**I. GENERAL PROVISIONS**

This Agreement resolves OCR Docket No. 07162068 and does not constitute an admission by the University of any violation of Section 504, Title II, or any other law.

OCR will discontinue its investigation of OCR Docket No. 07162068 based upon the University's commitment to take the actions specified in this Agreement which, when fully implemented, will resolve the allegation in OCR Docket No. 07162068. In the event the University fails to implement any provision of this Agreement, OCR may resume its investigation of the complaint or take other appropriate measures within its authority to effect compliance with Section 504 and Title II.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II.

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 and that all actions taken to comply with the requirements of the Agreement are subject to OCR's review and approval. 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 of this Agreement and is in compliance with the regulations implementing Section 504 and Title II which were at issue in 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 60 (sixty) calendar days to cure the alleged breach.

## II. RESOLUTION PROVISIONS

### ACCESSIBILITY

1. The University commits to modifying the areas identified in this Agreement and assures that upon successful completion, these areas, routes, and the programs and activities accessed using these routes will be accessible to individuals with disabilities. All modifications, renovations, and/or additions to the areas identified in this Agreement will be made accessible in accordance with the U.S. Department of Justice (DOJ) 2010 ADA Standards for Accessible Design, 28 C.F.R. Part 36, Appendix A (2010 Standards). The 2010 Standards became effective on March 15, 2011, and compliance with the 2010 Standards is required for new construction and alterations that are initiated on or after March 15, 2012.<sup>1</sup>
2. The University has provided OCR with a copy of its Facilities Timely Response Plan in which it describes how it will more effectively respond to maintenance issues involving the elevator in Henderson, and states that it will update the elevator car. The University will develop and submit to OCR a plan describing updates to the elevator(s) and/or chair lifts in Henderson to ensure that the facility is readily accessible to persons with disabilities. The University's plan will include moving classes from the upper floors of Henderson when a student with a mobility impairment who requires the use of an elevator is enrolled in a class scheduled to meet on the upper floors of Henderson and provisions to address individuals with disabilities having access to classes, events, or activities in the event that the Henderson elevator is out-of-service.

**REPORTING REQUIREMENT: Within 30 days from the date of this Agreement, the University will provide OCR with a copy of its plan for replacing or repairing and maintaining the elevator in Henderson and its plan for ensuring accessibility when the elevator is out-of-service, for OCR review and approval. The University will then implement the plan to replace or repair the elevator within 30 days of receiving OCR approval.**

3. The University will maintain a record of all accessibility complaints and maintenance requests associated with Henderson.

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<sup>1</sup> In the U.S. Department of Education's *Notice of Interpretation of Section 504 of the Rehabilitation Act of 1973*, 77 Fed. Reg. 14972 (March 14, 2012), the Department states, "For new construction and alterations commenced on or after March 15, 2012, the 2010 Title II ADA Standards will be used by Education in its enforcement of the Title II regulations." For the purposes of Title II compliance, a public entity must comply with the 2010 Title II ADA Standards as of March 15, 2012, even if the Uniform Federal Accessibility Standards (UFAS) remains an option under the Section 504 regulations for some period after this date.

**REPORTING REQUIREMENT:** The University will provide OCR with bi-monthly reports detailing the number and subject of accessibility complaints received by the University, reports that the elevator in Henderson is not functioning, steps taken by the University to address the complaints or reports, and dates of maintenance requests and repairs for the area listed above. The report will include the name of and contact information for the individual filing an accessibility complaint or requesting maintenance of the elevator in Henderson. The first such report will be provided to OCR **within 60 days of the date of this Agreement**. The final report shall be provided to OCR **one year from the date this Agreement is accepted by OCR**.

4. Pending completion of the modifications, renovations, and/ or repairs to the area listed above, the University will develop interim measures to ensure that all programs and activities are readily accessible to any individual with a physical disability. These measures will include a detailed plan for providing access to classes, other educational activities, and events and providing assistance and information regarding accessibility when the facility is used for evening and weekend events.

**REPORTING REQUIREMENT:** **Within 60 days from the date of this Agreement**, the University will provide OCR with a plan for any necessary interim measures, including a detailed plan for ensuring accessibility during evening and weekend hours and staff training, if necessary.

5. By November 27, 2016, and annually thereafter, the University will provide training to its teaching and administrative staff regarding its obligations to provide individuals with disabilities equal access to all classes, programs, or other University activities under Subpart C of the Section 504 regulation (34 C.F.R. § 104.21 through 104.23) and Subpart E of the Section 504 regulation (34 C.F.R. § 104.41 through 104.46).

**REPORTING REQUIREMENT:** Within 30 days of the training required by Item 5, the University will provide documentation to OCR demonstrating its compliance. Acceptable documentation includes the date and location of the training, copies of all materials presented or distributed; the name and credentials of the individual(s) who provided the training; the date(s) of the training, and a sign in sheet with the names and positions of the individuals who attended the training. The University is not obligated to provide documentation of subsequent training unless OCR requests that information.

/s/ \_\_\_\_\_  
Jerry Farley, President  
Washburn University

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Date