

## **RESOLUTION AGREEMENT**

**Case No. 02-09-2080**

**Ithaca College**

In order to resolve Case No. 02-09-2080, Ithaca College (the College) assures the U.S. Department of Education, New York Office for Civil Rights (OCR), that it will take the following actions pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 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 (ADA), 42 U.S.C. § 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35.

### **Action Item 1:**

- a) By August 31, 2015, the College will notify OCR whether it will develop an alternate plan to ensure that each program and activity conducted at the buildings identified in Appendix A, when viewed in its entirety, is readily accessible to individuals with disabilities; or, whether it will make structural changes to achieve accessibility.
- b) If the College chooses to develop an alternate plan to achieve accessibility for buildings identified in Appendix A, the College will provide a copy of that plan to OCR by August 31, 2015. Within 30 days of the College's submission of such plan to OCR, OCR will review the documentation submitted to ensure that the plan complies with applicable accessibility standards.
- c) If the College chooses to make structural changes to achieve accessibility for buildings identified in Appendix A, then by September 30, 2015, the College will provide to OCR a plan for making structural changes, with a completion date for all structural changes to be made by January 31, 2016. Additionally, by September 30, 2015, the College will provide to OCR a plan for ensuring that each program and activity conducted in the buildings identified in Appendix A, when viewed in its entirety, is readily accessible to individuals with disabilities until the completion of the structural changes. Further, by February 28, 2016, the College will provide documentation to OCR (e.g., photographs, measurements, summaries, etc.) demonstrating that structural changes have been made that comply with applicable accessibility standards. OCR will then schedule an on-site visit to confirm that any alterations were completed consistent with applicable accessibility standards.

**Action Item 2:**

By September 1, 2016, the College will complete all of the structural changes to the buildings identified in the Appendices B and C attached.

**Reporting Requirements:**

1. By November 16, 2015, and again on April 15, 2016, the College will provide to OCR a summary report of the progress (including photographs copies of paid invoices, engineering reports) made towards the structural changes to be made to the buildings identified in Appendices B and C attached.
2. By September 1, 2016, the College will provide to OCR documentation (e.g., copies of paid invoices, photographs, etc.) confirming completion of all structural changes made to resolve the compliance concerns noted in Appendices B and C. OCR will then schedule an on-site visit to confirm that the alterations were completed consistent with applicable accessibility standards.

**Action Item 3:**

By September 1, 2017, the College will complete all of the structural changes to the parking lots identified in Appendix D, attached.

**Reporting Requirements:**

1. By December 31, 2015, and again on June 30, 2016, December 30, 2016, and June 30, 2017, the College will provide to OCR a summary report of the progress (including photographs, copies of paid invoices, engineering reports) made towards the structural changes to be made to the parking lots identified in Appendix D.
2. By September 30, 2017, the College will provide to OCR documentation (e.g., copies of paid invoices, photographs, etc.) confirming completion of all structural changes made to resolve the compliance concerns noted in Appendix D. OCR will then schedule an on-site visit to confirm that the alterations were completed consistent with applicable accessibility standards.

In the event that unforeseen circumstances render it impracticable to complete the actions specified by the time frames indicated, or if unforeseen circumstances make the proposed actions technically infeasible, the College reserves the right to request the OCR and the College re-negotiate the time frame or the proposed actions as applicable.

The College disputes the complaint underlying this Resolution Agreement, but it agrees to resolve the complaint by entering into this Resolution Agreement. The College also asserts that during the period following the filing of this complaint, it has taken numerous steps to address the allegations the complainant initially alleged. By agreeing to this Resolution Agreement, neither the College nor any of its officials, officers, employees, agents or representatives admit to

any liability or wrongdoing, and nothing herein shall be construed as an admission of liability or wrongdoing. The signing of this Resolution Agreement is not intended, and shall not be construed, as any admission that the College violated any federal, state or local law, ordinance or regulation; violated any of its policies or procedures; or committed any wrongdoing or wrongful act against the complainant or any other person.

The College understands that OCR will not close the monitoring of this agreement until OCR determines that the College has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. § 104.21, and the regulations implementing the ADA at 28 C.F.R. § 35.150, and §35.151, which were at issue in this case. The College also 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 College understands that during the monitoring of this agreement, if necessary, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. § 104.21, 149, and the ADA, at 28 C.F.R. § 35.150 and 35.151, which were at issue in this case. The College 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 College written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Ithaca College

Date: \_\_\_\_\_

By: \_\_\_\_\_ /s/