

VOLUNTARY RESOLUTION AGREEMENT
West Virginia University
OCR Complaint #03142310

In order to resolve the above-referenced complaint filed with the United States Department of Education, Office for Civil Rights (OCR), under 504 of the Rehabilitation Act of 1973, at 34 C.F.R. Part 104 (Section 504), and Title II of the Americans with Disabilities Act of 1990, at 28 C.F.R. Part 35 (Title II), which prohibit discrimination on the basis of disability, West Virginia University (the University) voluntarily enters into this Resolution Agreement (Agreement) and makes the following commitments to OCR.

This Agreement does not constitute an admission of liability on the part of the University and does not constitute a determination by OCR of any violation of any of the regulations enforced by OCR.

Action Step #1 - Individual Remedy for the Complainant

By November 7, 2014, the University will provide the Complainant with the option XXXXXX, consistent with the Title II regulation at 28 C.F.R. § 35.138(d)(1), XXXXXX purchased by an individual with a disability or a third-party purchasing such a ticket at his or her request, the public entity shall make available for purchase three additional tickets for seats in the same row that are contiguous XXXXXX; the public entity is not required to provide more than three contiguous seats XXXXXX.

The University agrees to apply this provision without regard to any of the following exclusions or exceptions under this regulation, as follows:

- 28 C.F.R. § 35.138(d)(1) expressly states that the purchase of these three tickets is subject to their availability at the time of their purchase; the University agrees to make XXXXXX.
- 28 C.F.R. § 35.138(d)(2) allows the public entity to provide non-contiguous seating where consecutive seating is not available and to offer the next highest number of seat tickets available for purchase that are as close as possible to the accessible seats; the University agrees that it will XXXXXX, but if unable to do so, it will provide the companion seats within the accessible seating section of the stadium which are located as close as possible to the Complainant's XXXXXX.
- 28 C.F.R. § 35.138(d)(3) provides that if the public entity limits the sales of tickets to fewer than four seats per patron, then the public entity is only obligated to offer as many seats to patrons without disabilities, including XXXXXX, as it would offer to patrons without disabilities; the University agrees not to apply this provision to limit the number of tickets sold XXXXXX.

The University will XXX – paragraph deleted – XXX

Reporting Requirements

By January 7, 2015, the University will provide OCR with documentation demonstrating the University's compliance with Action Step 1, including: XXX – paragraph deleted – XXX.

Action Step #2 - Accessibility Plan for the University Coliseum

By March 28, 2015, the University will provide OCR with its draft plan for providing accessibility XXXXXX. This plan will specifically address the following facilities and elements of the stadium:

- Accessible seating areas, specifically, the amount of accessible seating that is available;
- Routes to the accessible seating areas;
- Routes to the Athletic Club (food and drink area); and
- Accessible restrooms, specifically with regard to the number of restrooms that are accessible.

This plan will be subject to OCR's review and approval. In this plan, the University should submit photographs, maps and/or blueprints of the stadium identifying the location of all accessible seating areas, the Athletic Club, and routes within the stadium and restrooms. This plan must identify any aspects of the above areas that are not currently accessible and how access will be provided, as necessary to comply with the applicable standards for new construction at 34 C.F.R. § 104.23 and 28 C.F.R. § 35.151 and the applicable standards for accessibility, which based on the dates of construction and renovation in the stadium, must comply with either the 1991 Standards (also known as Americans with Disabilities Act Accessibility Guidelines (ADAAG)) or the Uniform Federal Accessibility Standards (UFAS). The plan should identify the relevant accessibility standard that was used.

To the extent that structural alterations or renovations are necessary in order to provide accessibility, the University warrants that such modifications will be made in accordance with ADAAG or UFAS, and the provisions that apply to each of the identified areas, including applicable provisions for assembly areas, accessible routes, and bathrooms within these standards; alternatively, the University can choose to comply with the 2010 ADA Standards for Accessible Design (2010 Standards) but is not required to do so. The plan will identify the relevant accessibility standard used for any renovations or alterations, as applicable, and once the University selects a specific standard, it will use the same standard throughout. The plan will include projected completion dates for implementation of any work that will be done under the plan.

Reporting Requirements

On June 4, 2015 and December 4, 2015, the University will provide OCR with progress reports regarding the implementation of its accessibility plan, including the completion of any renovations or modifications, as applicable. These reports will include a description of the work performed in the stadium along with documentation showing that the work was performed, in the form of photographs (with dimensions, as applicable), receipts, and work orders. The University will continue to provide OCR with progress reports until the plan has been fully implemented and any work to be done under the plan has been completed. The University agrees to complete implementation of this plan no later than December 4, 2015.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the University understands that during the monitoring of this Agreement, 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, at 34 C.F.R. §104.23, and the regulations implementing Title II, at 28 C.F.R. § § 35.138 and 35.151, which were at issue in this complaint.

The University understands that OCR will not close the monitoring of this Agreement until it determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §104.23, and the regulations implementing Title II, at 28 C.F.R. § § 35.138 and 35.151, which were at issue in this complaint.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

_____/s/_____
President and/or Designee
West Virginia University

____10/8/14_____
Date