

**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT BETWEEN
THE UNITED STATES OF AMERICA
AND
THE CENTRAL TEXAS COLLEGE OF KILLEEN**

BACKGROUND

1. The parties to this Agreement are the United States of America and Central Texas College of Killeen, located at 6200 W. Central Texas Expressway, Killeen Texas.
2. The United States reviewed Central Texas College of Killeen's (CTC) compliance with Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35. Specifically, the U.S. Department of Justice reviewed whether CTC operates each program, service, or activity so that, when viewed in its entirety, it is readily accessible to and usable by individuals with disabilities, such as by making physical changes to buildings and conducting new construction in accordance with the Department of Justice's Title II regulation. 28 C.F.R. §§ 35.149-151.
3. The United States reviewed compliance with the ADA's new construction and alterations requirements at the following CTC facilities:
 - Administration
 - Morton Hall Dormitory
 - Student Services Building
 - Anderson Campus Center
 - Smith Student Center
 - HOP Bus Stop Shelter
 - System Services: Veterans, Financials & Test
 - Child Development Center
 - Clear Creek Building
 - Natatorium & Physical Education Center
 - Science Center: Exterior
 - Campus Police
 - Outdoor seating: between Anderson Campus & Smith Student Centers
 - SEAP / SARC
 - Sid Weiser CATE Center
4. The United States reviewed compliance with the ADA's program access requirements with respect to CTC programs, services, and activities that operate in the following CTC facilities constructed prior to January 26, 1992:
 - Bell Tower and Duck Pond Park
 - Sports Fields / Courts: Tennis
 - Sports Fields / Courts: Volley Ball
 - Sports Fields / Courts: Track & Football

- Sports Fields / Courts: Sidewalk
 - Sports Fields / Courts: Baseball
 - Parking on Route: near Anderson Campus Center, North Side
 - Sid Weiser CATE Center
5. The United States reviewed compliance with the ADA's effective communication requirements with respect to CTC's Emergency Alert System.
 6. The United States interviewed CTC students with disabilities. These individuals complained about barriers to physical access at CTC in the following elements:
 - Sidewalks and walkways;
 - Ramps; and
 - Parking.
 7. The ADA applies to CTC because it is a "public entity" as defined by Title II. 42 U.S.C. § 12131(1).
 8. The United States is authorized under 28 C.F.R. Part 35, Subpart F and G, to investigate complaints under Title II of the ADA and the Department of Justice's Title II implementing regulation, to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. Furthermore, the Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action enforcing Title II of the ADA.
 9. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this matter without further litigation. Accordingly, the Parties have agreed to resolve this matter as set forth below.
 10. In order to avoid the burdens and expenses of a further investigation and possible litigation, the parties enter into this Agreement.
 11. In consideration of, and consistent with, the terms of this Agreement, the Attorney agrees to refrain from filing a civil suit in this matter regarding paragraphs 12 through 28 except as provided in the section entitled "Implementation and Enforcement."

REMEDIAL ACTIONS

Independent Licensed Architect

12. Within three (3) months of the effective date of this Agreement, CTC will retain an Independent Licensed Architect (ILA), approved by the United States, who is knowledgeable about the architectural accessibility requirements of the ADA. The ILA must act independently to certify whether any alterations, additions, or modifications made by CTC during the term of this Agreement comply with the applicable standard

pursuant to 28 C.F.R. § 35.151(c) and the Appendix to 28 C.F.R. § 35.151(c). CTC will bear all costs and expenses of retaining and utilizing the ILA, including the costs and expenses of any consultants and staff. CTC will compensate this ILA without regard to the outcome.

13. In issuing certifications pursuant to this Agreement, the ILA will impartially prepare reports with photographs identifying that the violation has been remediated and will use the certification form at Attachment D. The ILA will be considered a neutral inspector for purposes of issuing certifications of compliance and will be reasonably available to the United States to discuss findings in the reports, photographs, and certifications. The United States may also, in its discretion, provide technical assistance to the ILA and/or to CTC throughout the term of this Agreement. Upon request by the United States, CTC will provide prior notice to the United States of inspections by the ILA to allow representatives of the United States to be present.
14. CTC will submit ILA certifications along with its reporting requirements as set forth in this Agreement.

Emergency Alert

15. Within three (3) months of the effective date of this Agreement, CTC will develop written procedures for ensuring, and will ensure, that each of its Emergency Alerts are communicated as effectively to the CTC community with hearing and/or vision disabilities as they are communicated to the rest of the CTC community, and will send the written procedures to the United States, or will provide sufficient evidence that its Emergency Alert system ensures communication to the CTC community with hearing and/or vision disabilities that is as effective as communication to everyone else.

Sidewalks

16. Within three (3) months of the effective date of this agreement, CTC will implement and report to the ILA and the United States its written process for requesting and receiving input from people with disabilities regarding the accessibility of its sidewalks, including requests to add curb cuts at particular locations. The United States will review and approve the written process.
17. Within three (3) months of the effective date of this Agreement, CTC will identify and report to the ILA and the United States: (1) a plan for identifying all CTC streets, roads, and street-level pedestrian level walkways that have been constructed or altered since January 26, 1992; and (2) a timetable for providing curb ramps or other sloped areas complying with the applicable architectural standards at all intersections of those streets, roads, and street level pedestrian walkways that have been constructed or altered since January 26, 1992, where curbs or other barriers from a street level pedestrian walkway intersect with a street or road. The plan and timetable must be approved by the United States and will specify completion of all required curb ramps or other sloped areas

complying with the applicable architectural standards within eighteen months. The plan and timetable are incorporated by reference herein, and are enforceable pursuant to paragraph 29 of this Agreement.

18. Within twenty-four (24) months of the effective date of this Agreement, CTC will provide curb ramps or other sloped areas complying with the applicable architectural standards as provided for by 28 C.F.R. § 35.151(c) and its Appendix, copied below, at all intersections of the streets and roads constructed or altered since January 26, 1992, that have curbs or other barriers from a street level pedestrian walkway.

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

19. From the effective date of this Agreement and continuing thereafter, CTC will provide curb ramps or other sloped areas complying with the 2010 ADA Standards at any intersection having curbs or other barriers to entry from a street level pedestrian walkway, whenever a street or road or intersection, is constructed or altered. During the term of this Agreement, every three (3) month period following the effective date of this Agreement, the ILA will confirm to the United States that CTC has provided curb ramps or other sloped areas where required by this paragraph that are in compliance with the 2010 ADA Standards.

New Construction, Alterations, and Physical Changes to Facilities

20. Any construction of or alterations to CTC buildings and facilities by it or on its behalf will fully comply with the requirements of 28 C.F.R. § 35.151, including applicable architectural standards.
21. In the event that CTC has already undertaken an alteration, addition, or other modification to any element identified in Attachments A, B, and C or otherwise after January 26, 1992, and prior to the Effective Date of this Agreement, CTC will submit, within six (6) months, a written report to the ILA and the United States pursuant to paragraph 27 below summarizing the actions taken and providing evidence establishing each individual element’s compliance with the applicable architectural standard as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied below:

Date of Construction or Alteration	Applicable Standards
Before September 15, 2010	1991 ADA Standards or UFAS
On or after September 15, 2010, and before March 15, 2012	1991 ADA Standards, UFAS, or 2010 ADA Standards
On or after March 15, 2012	2010 ADA Standards

22. Within six (6) months of the effective date of this Agreement, CTC will survey all facilities that are the subject of this Agreement for the purpose of identifying those that have multiple entrances not all of which are accessible. Also, within six (6) months of the effective date of this Agreement, CTC will install directional signage at all inaccessible entrances to each of its facilities and will place the international symbol for accessibility at each accessible entrance to a facility, in accordance with 28 C.F.R. § 35.163(b). This work will be reviewed and certified by the ILA and contained in the reports prepared as set forth in paragraphs 12 and 13, above.
23. Newly Constructed Facilities. CTC will take the actions listed in Attachment A to make the newly constructed parts of CTC facilities for which construction was commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
24. Altered Facilities. CTC will take the actions listed in Attachment B to make the altered parts of CTC facilities for which alterations commenced after January 26, 1992, readily accessible to and usable by people with disabilities.
25. Program Access in Existing Facilities. CTC will take the actions listed in Attachment C to make each of CTC's programs, services, and activities operating at a facility that is the subject of this Agreement, when viewed in its entirety, readily accessible to and usable by people with disabilities.
26. Facilities and Programs that the United States Did Not Survey. The ILA will survey all CTC's newly constructed facilities that the United States did not survey for compliance with the applicable architectural standards as permitted by 28 C.F.R. § 35.151(c) and its Appendix, copied above in paragraph 21. Within one (1) year of the effective date of this Agreement, CTC will submit to the United States a detailed report from the ILA listing the access issues identified during the ILA's review together with the corrective actions and completion dates proposed to resolve such issues. The United States will review the proposed corrective action with completion dates and make the determination what corrective action is required. CTC will be responsible for those corrective actions identified by the United States. The proposed completion dates may be no later than six (6) months prior to the termination of this Agreement.

REPORTING AND MAINTENANCE OF ACCESSIBLE FEATURES

27. Except as otherwise specified in this Agreement, six (6) months after the effective date of this Agreement and annually thereafter until it expires, CTC will submit written reports to the United States summarizing its actions pursuant to this Agreement. Reports will include certifications from the ILA, photographs showing measurements and architectural plans, confirmation that CTC has provided all curb ramps and other sloped areas required by paragraphs 16 and 17 of this agreement, and a copy of the adopted Emergency Alert System procedures.
28. Throughout the term of this Agreement, consistent with 28 C.F.R. § 35.133(a), CTC will maintain the accessibility of its programs, activities, services, facilities, and equipment, including routinely testing accessibility equipment and routinely auditing the accessibility of its programs and facilities. This provision, however, does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs. 28 C.F.R. § 35.133(b).

IMPLEMENTATION AND ENFORCEMENT

29. The United States may review compliance with this Agreement at any time. CTC will cooperate with the United States. If the United States believes that CTC has failed to comply with this Agreement, then the United States will notify CTC in writing. If, after 30 days of providing CTC with written notice of non-compliance, the United States determines that CTC has failed to come into compliance, the United States may institute a civil action in federal district court to enforce the terms of this Agreement and may take appropriate steps to enforce Title II.
30. It is a violation of this Agreement for CTC to fail to comply in a timely manner with any of the requirements of this Agreement.
31. If at any time CTC desires to modify any portion of this Agreement because of changed conditions making performance impossible or impractical or for any other reason, it will promptly notify the Department in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. Until there is written agreement by the Department to the proposed modification, the proposed modification will not take effect. These actions must receive the prior written approval of the Department, which approval will not be unreasonably withheld or delayed.
32. Failure by the United States to enforce any provision of this Agreement is not a waiver of the United States' right to enforce any provision of this Agreement.
33. This Agreement is a public document. CTC will provide a copy of this Agreement to any person, upon request.
34. This Agreement (including its Attachments) is the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party will be enforceable. This Agreement does not remedy any

other potential violations of the ADA or other federal law. This Agreement does not relieve CTC of its continuing obligation to comply with all aspects of the ADA.

35. This Agreement will remain in effect for three (3) years.

36. The person signing for CTC represents that they are authorized to bind CTC to this Agreement.

37. The effective date of this Agreement is the date of the last signature below.

For Central Texas College of Killeen:

For the United States of America:

REBECCA B. BOND, Chief
ANNE S. RAISH, Principal Deputy Chief
KATHLEEN WOLFE, Special Litigation Counsel

By: /s/
TED GONZALES
Associate Deputy Chancellor
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By: /s/
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Date: 4/26/21

Date: 5/6/21