

**Voluntary Resolution Agreement  
Eastern University  
OCR Complaint Numbers 03172378 and 03172078**

OCR and Eastern University (the University) enter into this voluntary agreement to resolve the allegations in the above-referenced complaints. This agreement does not constitute an admission of liability, non-compliance or wrongdoing by the University. The University assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the following actions to ensure compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance.

In lieu of OCR completing an investigation, the University agreed to resolve the issues of the above-referenced complaints pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of these complaints, the University takes the following actions:

1. Consistent with OCR's acknowledgement that the University has not been found in violation of any law or regulation, the University recognizes its obligations under the regulation implementing Section 504 at 34 C.F.R. §§ 104.4(a), 104.4(b), 104.43(a), 104.43(c), and 104.45, respectively, to provide housing to qualified students with a disability in a nondiscriminatory manner and to provide comparable, convenient, and accessible housing to students with disabilities at the same cost as to others. The University also recognizes its obligations to review and, if necessary, make reasonable modifications in policies and/or procedures if the modifications are necessary to avoid discrimination on the basis of disability, unless it can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. The University will disseminate a memorandum (this memorandum can be sent electronically) to relevant staff in the University's Cushing Center for Counseling and Academic Support (CCAS) and the University's Housing Office, reflecting that the University does not discriminate in the provision of housing to students with disabilities and reminding them of the University's commitment under Section 504 to provide comparable, convenient, and accessible housing to students with disabilities at the same cost as to others. The memorandum shall specifically explain that students who require a single room as an accommodation will not be charged the generally applicable single room premium fee that students without disabilities are required to pay.

**Reporting Requirement:** By December 29, 2017, the University will submit to OCR documentation demonstrating that it distributed the memorandum referenced in Item 1 above, including the list of personnel, with name and title, who received the memorandum and the University's method of distribution.

2. By February 1, 2018, the University will review and revise as necessary all relevant policies, procedures, and practices pertaining to the provision of housing to students with disabilities to reflect that the University does not discriminate in the provision of housing to students with disabilities, that the University will provide comparable, convenient, and accessible housing to students with disabilities at the same cost as to others, and that the University will make reasonable modifications to its housing policies, procedures, and practices when the modifications are necessary to avoid discrimination, unless the University can demonstrate that making the modifications would fundamentally alter the nature of the housing services provided by the University. In completing its review and revisions, the University will ensure that:
  - a. Students are not required to provide their own air conditioning units if they have followed the University's procedure for requesting disability-related accommodations and been approved for air conditioned housing.

**Reporting Requirement:** By February 1, 2018, the University will provide OCR with its revised policies, procedures, and practices referenced in Item 2 above for OCR's review and approval.

3. Within 60 days of receiving notice of OCR's approval of the revised written policies and/or procedures referenced in Action Item 2, the University will publish the revised written policies and/or procedures, if any, on its website and in any other University publications that contain information about on-campus housing for students with disabilities. Inserts may be used pending the re-printing of those publications.

**Reporting Requirement:** Within 90 days of receiving notice of OCR's approval of the revised written policies and/or procedures (should any be necessary), the University will provide OCR with documentation (consisting of website screenshots and copies of printed materials, if applicable) demonstrating that they have been published in accordance with Item 3.

4. Within 90 days of receiving notice of OCR's approval of the revised written policies and/or procedures referenced in Item 2, if any, the University will provide in-person or online training to any University officials and/or administrators who are involved in the process of evaluating requests for, making decisions about, and billing for, approved housing accommodations. The University's training will cover its newly adopted policies and/or procedures, if any, developed pursuant to Item 2, and the University's commitment to provide housing accommodations in accordance with the requirements of the regulation implementing Section 504.

**Reporting Requirement:** Within 120 days of receiving notice of OCR's approval of the revised written policies and/or procedures, if any, the University will submit to OCR documentation demonstrating that the training described in Item 4 was provided. The report will, at a minimum, identify the person(s) who provided the training and include a description of the qualifications of the trainer; indicate the date(s) of the training(s); include a copy of any

materials used or disseminated during the training; and, include the names and titles of the staff in attendance.

5. The University will assess the rates charged to students with disabilities who received single room housing accommodations during the academic years of 2014–2015, 2015–2016, 2016–2017, and 2017–2018 and will submit to OCR recommendations for reimbursements, if any, to students who were charged a rate for a room in which they were placed as an accommodation for their disability which is greater than the room in which they would have lived but for the accommodation of their disability. The University will review the documentation it has regarding student housing accommodations and, for any student who received a housing accommodation of a single room, the University will provide OCR with information demonstrating: (i) how the University determined which students are entitled to a reimbursement under this Agreement; (ii) which students should receive reimbursement for any charges; and (iii) the method by which the reimbursement was calculated.

**Reporting Requirement:** By February 1, 2018, for each student on the previously-submitted lists of single room accommodations for 2014–2015, 2015–2016, and 2016–2017, as well as the current 2017–2018 school year, and any additional students the University identifies, the University will provide to OCR for its review and approval documentation demonstrating: (i) how the University determined which students, by name or unique identifier, are entitled to a reimbursement under this Agreement; (ii) which students should receive reimbursement for any charges; and (iii) the method by which the reimbursement was calculated.

**Reporting Requirement:** Within 60 days of receiving OCR’s written approval of the University’s proposed reimbursements in accordance with Item 5, the University will submit to OCR documentation demonstrating that the identified students were reimbursed for any charges.

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 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. §§ 104.4(a), 104.4(b), 104.43(a) and 104.43(c) and 104.45. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 sixty (60) calendar days to cure the alleged breach.

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

/s/

1/16/2018

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President or Designee

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Date

/s/

1/23/2018

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Director of OCR Philadelphia

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Date