

Voluntary Resolution Agreement
Lafayette College
OCR Complaint #03172080

OCR and Lafayette College (the College) enter into this voluntary agreement to resolve the allegations in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance or wrongdoing by the College. The College 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 conducting an investigation, the College agreed to resolve the issues of this Complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this Complaint, the College takes the following actions:

1. Consistent with OCR's acknowledgement that the College has not been found in violation of any law or regulation, the College recognizes its obligations under the regulation implementing Section 504 at 34 C.F.R. §§ 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 College 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 College will disseminate a memorandum (this memorandum can be sent electronically) to relevant staff in the College's Disability Services Office, reflecting that the College does not discriminate in the provision of housing to students with disabilities and reminding them of the College's commitment under Section 504 to provide comparable, convenient, and accessible housing to students with disabilities at the same cost as to others.

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

2. Consistent with OCR's acknowledgement that the College has not been found in violation of any law or regulation, the College will review and, if necessary, revise all relevant written policies and/or procedures pertaining to the provision of housing to students with disabilities to reflect that the College does not discriminate in the provision of housing to students with disabilities, that the

College will provide comparable, convenient, and accessible housing to students with disabilities at the same cost as to others, and that the College will, if necessary, make reasonable modifications to its written housing policies and/or procedures if the modifications are necessary to avoid discrimination, unless the College can demonstrate that making the modifications would fundamentally alter the nature of the housing services provided by the College.

Reporting Requirement: By December 29, 2017, the College will provide OCR with its revised written policies and/or procedures, if necessary, referenced in Action 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 College will publish the revised written policies and/or procedures, if any, on its website and in any other College 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 College 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 Action Item #3.

4. Within 90 days of receiving notice of OCR's approval of the revised written policies and/or procedures referenced in Action Item #2, if any, the College will provide in-person or online training to any College officials and/or administrators who are involved in the process of evaluating requests for, making decisions about, and billing for, approved housing accommodations. The College's training will cover the College's newly adopted policies and/or procedures, if any, developed pursuant to Action Item #2, and the College'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 College will submit to OCR documentation demonstrating that the training described in Action Step #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 College will assess the rates charged to students with disabilities who received housing accommodations during the academic years of 2014-2015, 2015-2016 and 2016-2017, and will submit to OCR proposed recommendations for reimbursements, if any, to students who were charged a rate for the 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 College will review the documentation it has regarding student housing accommodations and, for any student who received a housing accommodation of a Tier 2 or more expensive building, if the College does not have documentation or a reasonable explanation showing that the student requested a tier and/or building preference above a Tier 1 building, the College will reimburse the student for the difference between the price of a Tier 1 building and the building to which the student was assigned.

Reporting Requirement: By December 29, 2017, for each student on the previously-submitted lists of Student Housing Requests and Accommodations for the 2014-2015, 2015-2016 and 2016-2017 academic years who received a housing accommodation above a Tier 1 building, the College will provide to OCR for its review and approval either (1) documentation or a reasonable explanation showing that the student requested a tier and/or building preference above a Tier 1 building or (2) the College's recommendation for reimbursement to the student and an explanation for the amount of the proposed reimbursement, if any, or decision not to provide a reimbursement.

6. Reporting Requirement: Within 90 days of receiving notice of OCR's approval of the College's proposal for reimbursements in Action Item #5, if any, the College will submit to OCR documentation demonstrating that it sent a letter to each student (or former student) who will receive a reimbursement using the student's last known mailing address and e-mail address. The letter shall notify the student of the amount of reimbursement to which the student is entitled, if any, and provide the student a time period of at least three months within which to respond to the College.

Reporting Requirement: Within six months of receiving notice of OCR's approval of the College's proposal for reimbursements in Action Item #5, the College will submit to OCR documentation demonstrating that it provided reimbursement to any student who responded to the College's letter of Action Item #6, if any. The College shall provide to OCR copies of any checks issued to students, if any.

7. The College will assess the installation costs it charged to students with disabilities, if any, who received air conditioning units as an accommodation during academic years 2014-2015, 2015-2016 and 2016-2017, and will reimburse those students the amount charged, if any.
8. Reporting Requirement: By December 29, 2017, for each student on the previously-submitted lists of Student Housing Requests and Accommodations for the 2014-2015, 2015-2016 and 2016-2017 academic years who was charged a fee for the installation of air conditioning units received as an accommodation, the College will provide to OCR for its review and approval the College's

recommendation for reimbursement, including an explanation for the amount of the proposed reimbursement or decision not to provide a reimbursement.

9. Reporting Requirement: Within 90 days of receiving notice of OCR's approval of the College's proposal for reimbursements in Action Item #8, if any, the College will submit to OCR documentation demonstrating that it sent a letter to each student (or former student) who will receive a reimbursement using the student's last known mailing address and e-mail address. The letter shall notify the student of the amount of reimbursement to which the student is entitled, if any, and provide the student a time period of at least three months within which to respond to the College.

10. Reporting Requirement: Within six months of receiving notice of OCR's approval of the College's proposal for reimbursements in Action Item #8, the College will submit to OCR documentation demonstrating that it provided reimbursement to any student who responded to the College's letter of Action Item #9, if any. The College shall provide to OCR copies of any checks issued to students, if any.

The College 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 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. §§ 104.4(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 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.

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

/s/

9/27/2017

President or Designee

Date

/s/

10/3/2017

Director of OCR Philadelphia

Date