

**RESOLUTION AGREEMENT**  
**Lafayette College**  
**OCR Case No. 03-21-2190**

Lafayette College (the College) agrees to resolve this complaint by voluntarily entering into this Resolution Agreement (Agreement) with the U.S. Department of Education's Office for Civil Rights (OCR). This Agreement does not constitute an admission of liability nor does it constitute a finding of non-compliance or wrongdoing on the part of the College. The College assures 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), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of federal financial assistance.

Prior to the completion of OCR's investigation, the College agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the College agrees to take the following actions.

1. Within 90 days of the date of this Agreement, the College will review and revise, if necessary, its applicable policies, procedures, and practices related to the provision of disability-related academic adjustments, auxiliary aids, and other modifications (referred to as "accommodations") to students with disabilities who participate in its program. These policies, procedures, and practices are referred to collectively in this Agreement as the "accommodations policies." The College's review and revision (if necessary) will specifically address the following:
  - a. How the College documents and notifies students and relevant staff of agreed-upon accommodations;
  - b. How the College addresses the needs of students whose disabilities may require the College to provide program materials in XXXXXXXXXXXXXXXXXXXX including the College's responsibility to identify and secure materials XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXX, in a timely manner; and
  - c. The process by which: i); students can report difficulties they encounter with XXXXXXXX XXXXXXXX materials; ii) the College can respond to these difficulties; and iii) the College can document its response to these reports.

**Reporting Requirement:** Within 14 days of completing its review as outlined above, or within 120 days of the date this Agreement has been fully executed by both parties, the College will submit for OCR's review and approval, documentation demonstrating the College's review of, and any proposed revisions to, its accommodations policies.

2. Within 60 days of OCR's approval of any revisions to the College's accommodations policies as submitted pursuant to Section 1, above, the College will do the following:
  - a. Publish any updated accommodations policies on its website, and document and distribute internally any updated internal accommodations procedures or practices;
  - b. train staff within the Office of Accessibility Services on the College's accommodations policies and Section 504's requirement that the College provide academic adjustments, in accordance with 34 C.F.R. § 104.44; and
  - c. offer voluntary training to all addressing how to select, create, and use materials that are accessible to students with disabilities, XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX. The voluntary training will also provide information about the College's accommodations policies and Section 504's provisions regarding academic adjustments, in accordance with 34 C.F.R. § 104.44.

**Reporting Requirement:** Within 120 days of OCR's approval of any revisions to the College's accommodations policies as submitted pursuant to Section 2, above, the College will submit documentation to OCR demonstrating its completion of the actions outlined in Action Step 2. Specifically, the College will provide:

- a. the link to where the updated accommodations policy(ies) can be found on the College's website;
- b. documentation regarding the training provided to staff members within the Office of Accessibility Services, including the notice/invitation for the training, the date(s) of the training session(s), the name and title of the trainer, and a list of participants by name and title, and copies of any documentation used during the training session(s); and
- c. documentation regarding the voluntary training offered to instructional staff, including the notice/invitation for the training, the date(s) of the training session(s), the name and title of the trainer(s), the number of participants, and copies of any documentation used during the training session(s).

The College understands that by signing this Agreement, it agrees to provide the above referenced information in a timely manner. Further, the College understands that during the time the College is moving forward under this Agreement, 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. Upon the College's satisfaction of the commitments made under this Agreement, OCR will close this case.

The College understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statutes and regulations. Before initiating such proceedings, OCR will give the College written notice of the alleged breach and 60 calendar days to cure the alleged breach.

By: /s/ \_\_\_\_\_ Date: 9 March 2022  
Name:  
President or Designee