



## RESOLUTION AGREEMENT

Louisiana State University  
OCR Reference No. 06-17-2326

### A. GENERAL TERMS & PRINCIPLES:

OCR and the Louisiana State University (University) enter into this 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 University. The University assures the U.S. Department of Education, Office for Civil Rights (OCR) that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

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

### B. ACTION ITEMS & REPORTING REQUIREMENTS:

#### **Action Item I: Policies and Procedures**

1. **By July 31, 2018**, the University will review and, as necessary, revise its policies and procedures with regard to the provision of auxiliary aids and services for individuals with disabilities, including but not limited to students who are hearing impaired. The University will ensure that its policies and procedures satisfy the standards set forth at 28 C.F.R. §§ 35.160 and 35.164.
2. The University will provide notice to University employees and students regarding the availability of auxiliary aids and services. This notice will include where and how to make a request for such aids and services (i.e., pursuant to the revised policies and procedures required by Action Item I(1)) and will be published both in written publications and on the University's website.

#### **Action Item I: Reporting Requirements**

1. **By July 31, 2018**, the University will provide to OCR a copy of its revised policies and procedures required by Action Item I(1), for OCR's review and approval.
2. **Within thirty (30) calendar days of receiving OCR's written approval of the revised policies and procedures required by Action Item I(1)**, the University will provide OCR
  - a. A copy of the notice required by Action Item I(2), for OCR's review and approval,

- b. A link or links to the University website page(s) containing the revised policies and procedures required by Action Item I(1), and
  - c. A copy of all policy manuals and student and employee handbooks that include the revised policies and procedures required by Action Item I(1).
3. **Within thirty (30) calendar days of receiving OCR’s written approval of the notice required by Action Item I(2),** the University will provide OCR:
  - a. A link or links to the University website page(s) containing the notice, and
  - b. A copy of all policy manuals and student and employee handbooks that include the notice.

### **Action Item II: Training**

1. **Within thirty (30) calendar days after the University receives written notification from OCR of approval of the policies and procedures required by Action Item I(1),** the University will develop, and submit to OCR for review and approval, proposed training for all University staff and administrators who are involved in the process of making decisions regarding the provision of auxiliary aids and services for individuals to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others. The training shall cover, at a minimum, the topics and policies and procedures described at Action Item I(1) above and must be presented by a qualified individual or individuals.
2. **Within thirty (30) calendar days of written notification from OCR of approval of the training described in Action Item II(1),** the University will provide the approved training by a qualified individual or individuals to all University staff and administrators who are involved in the process of making decisions regarding the provision of auxiliary aids and services for individuals to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.

### **Action Item II: Reporting Requirements**

1. **Within thirty (30) calendar days after the University receives written notification from OCR of approval of the policies and procedures required by Action Item I(1),** the University will provide OCR all proposed training materials to be used and distributed during the training described in Action Item II, including all speaker’s notes, PowerPoints (or other presentations), and handouts and the name, title, and qualifications of the trainer(s).
2. **Within ten (10) calendar days of the completion of the training required by Action Item II,** the University will provide to OCR documentation demonstrating that it has provided appropriate staff and administrators with the training referenced in Action Item II, including the date(s) of the training; all speaker’s notes, PowerPoints (or other presentations), and handouts; and the name, title, and qualifications of the trainer(s).

### **Action Item III: Student Remedy**

1. **Within ten (10) calendar days of the completion of the training required by Action Item II,** the University will notify the complainant via certified mail with return receipt requested and any other

method the University deems appropriate that

- a. Pursuant to 28 C.F.R. §§ 35.160 and 35.164, the University will re-evaluate the complainant's request for XXXX XXXX and that it is willing to meet with her and consider any documentation that she would like to provide in connection with that decision;
  - b. The complainant may enroll at the University for the next semester, with the same admission offer granted for the XXXX XXXX semester (e.g., admission to XXXX XXXX XXXX, equivalent scholarships, etc.) and with appropriate transfer of credits (i.e., in accordance with University policy) for her coursework at other schools. This notification must include contact information for the appropriate University representative for the complainant to contact to accept or decline the offer of enrollment and a date by which the complainant must accept or decline the offer of enrollment. The complainant must have at least fourteen (14) calendar days after receiving the University's decision regarding the complainant's request for XXXX XXXX to accept or decline the University's offer of enrollment; and
  - c. If the complainant accepts the University's offer of enrollment, the University will credit to the complainant's account any fees (e.g., orientation fee) that she paid in anticipation of her enrollment for the XXXX XXXX semester that the University has not refunded to the complainant.
2. **Within thirty (30) calendar days of the completion of the training required by Action Item II**, the University will evaluate the request for XXXX XXXX for the complainant in accordance with the policies and procedures described in Action Item I and notify the complainant of its decision via certified mail with return receipt requested and any other method the University deems appropriate.
  3. The University will not seek or require any payment(s) from the complainant in connection with her anticipated enrollment for the XXXX XXXX semester other than the payment(s) necessary for the University to recoup amounts that the University paid to the complainant.

### **Action Item III: Reporting Requirements**

1. **Within fifteen (15) calendar days of the completion of the training required by Action Item II**, the University will submit to OCR the notification that Action Item III(1) requires and evidence of receipt.
2. **Within forty-five (45) calendar days of the completion of the training required by Action Item II**, the University will submit to OCR documents evidencing its consideration of the request for XXXX XXXX for the complainant and associated decision, including but not limited to the notification to the complainant of the decision and evidence of receipt and a written explanation of the decision-making process.
3. **Within thirty (30) days of sending the notification that Action Item III(2) requires**, the University will inform OCR whether the complainant has enrolled at the University. If the complainant has enrolled at the University, the University will submit to OCR documents evidencing that it credited the required amount(s) to her account (e.g., a billing statement).
4. **By July 31, 2018**, the University will submit to OCR documentation showing its compliance with Action Item III(3) (e.g., account summary, invoices, etc.).

**C. EXECUTION:**

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 Section 504 and its implementing regulation at 34 C.F.R. § 104.21, and Title II implementing regulation at 28 C.F.R. § 35.149. 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.

\_\_\_\_\_  
President or Designee’s Name/Title

\_\_\_\_\_  
President or Designee’s Signature

\_\_\_\_\_  
Date