

RESOLUTION AGREEMENT
George Mason University
OCR Case No. 11-16-2126

George Mason University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-16-2126. This Agreement does not constitute an admission by the University of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR.

1. By August 15, 2016, the University will offer the Complainant in writing the following opportunities: to file with the Compliance, Diversity and Ethics office a formal appeal of the Office of Disability Services Spring 2015 determination that he did not qualify for a waiver of the XXXX course and its follow-up course based on his new medical documentation; and to request that the University make a formal determination as to whether a course waiver for XXX and/or its follow-up course constitutes a fundamental alteration of an essential major requirement (taking into consideration, among other factors, that decisions regarding essential requirements be made by a group of people who are trained, knowledgeable and experienced in the area, through a careful, thoughtful and rational review of the academic program and its requirements, and that the decision-makers consider a series of alternatives for the essential requirements, as well as whether the essential requirement in question can be modified for a specific student with a disability).

Reporting Requirements:

- a. Within five (5) days of extending the offer to the Complainant, the University will provide OCR documentation of the offer.
 - b. Within five (5) days of receiving a response from the Complainant, the University will provide OCR documentation of that response, including information as to which if any of the opportunities the Complainant accepted.
2. If the Complainant accepts either or both of the opportunities specified in Provision 1, the University will process those requests as expeditiously as reasonably possible, preferably before the start of the Fall 2016 semester.

Reporting Requirements:

- a. If the Complainant files an appeal with the Compliance, Diversity and Ethics office, within five (5) days of making a decision on the appeal, the University will provide OCR documentation of the decision, supporting evidence, and communication of the outcome to the Complainant.
- b. If the Complainant requests that the University make a formal determination as to whether a course waiver for IT 206 and/or its follow-up course constitutes a fundamental alteration of an essential major requirement, within five (5) days of making that determination, the University will provide OCR documentation of the determination, supporting evidence, factors considered, and communication of the outcome to the Complainant.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that during the monitoring of this Agreement, 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 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in 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 a minimum of sixty (60) calendar days to cure the alleged breach.

By: _____/S/_____ Date: 8/11/2016
Jennifer Wagner Davis/ Senior Vice President