



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS  
400 MARYLAND AVENUE, SW  
WASHINGTON, DC 20202-1475

REGION XI  
NORTH CAROLINA  
SOUTH CAROLINA  
VIRGINIA  
WASHINGTON, DC

**RESOLUTION AGREEMENT**  
**Wake Forest University**  
***OCR Complaint No. 11-17-2111***

Wake Forest University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegation investigated in Office for Civil Rights (OCR) Complaint No. 11-17-2111. This Agreement does not constitute an admission by the University of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504) or any other law enforced by OCR.

1. By February 28, 2022, 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 ensure that the implementation of its room rate structure does not discriminate or have the effect of discriminating on the basis of disability by subjecting students with disabilities to surcharges. Specifically, the University will ensure that students with disabilities approved for housing accommodations are not automatically charged the scheduled residential room rate, but rather, are charged the room rate they would have incurred but for their disability.

**Reporting Requirement:**

By March 8, 2022, the University will provide OCR with a copy of the revised policies, procedures and practices referenced in Action Item 1 above for OCR's review and approval.

2. Within 21 calendar days after OCR notifies the University of OCR's approval of the revised policies, procedures, and practices, the University will disseminate the revised policies, procedures, and practices to relevant staff in the Office of Residence Life and Housing and any other office that may be involved in the room rate determination and billing for students with approved housing based on disability-related accommodation along with a memorandum explaining the changes made to the policies, procedures, and practices.

**Reporting Requirement:**

Within 7 calendar days of disseminating the revised policies, procedures and practices and the memorandum referenced in Action Item 2 above, the University will provide OCR with documentation of their dissemination.

3. By April 15, 2022, the University will identify all students for the 2019-2020 and 2021-2022 school years that requested and were granted single room housing or with a kitchen as an amenity as a disability-based accommodation, and will make an individualized

*The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.*

assessment to determine if, but for the student's disability, he/she would have paid the housing rate charged to him/her. If the University determines that the student was charged more for housing than he/she would have otherwise paid, it will reimburse that student for any excess amount charged.

Reporting Requirements:

- a. By April 15, 2022, the University will provide to OCR for review and approval a list of all students who were approved to receive a single room and/or access to a kitchen as an accommodation for a disability, during academic years 2019-2020 and 2021-2022. For each student, the University will provide to OCR: (i) the housing cost incurred by the student for the room; (ii) the University's recommendation for reimbursement to the student, if any; and, (iii) an explanation for the amount of the proposed reimbursement, if any, or for the decision not to provide a reimbursement.
- b. Within 30 calendar days of OCR's approval of the decisions made consistent with Action Item 3 above, the University will submit to OCR documentation demonstrating that it provided reimbursements to all students approved for reimbursement, with the amount of the reimbursement indicated.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the 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 and obligations of this Agreement. Upon the University's satisfaction of the terms and obligations of this Agreement, OCR will close this case.

The University 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 University written notice of the alleged breach and 60 calendar days to cure the alleged breach.

By: Penny Rue, Vice President for Campus Life

Date: 11/17/21