

RESOLUTION AGREEMENT

University of Virginia
OCR Case No. 11-17-2144

The University of Virginia (the University) agrees to fully implement this Resolution Agreement (Agreement) to voluntarily resolve Office for Civil Rights (OCR) Case No. 11-17-2144 prior to the issuance of any findings by OCR. 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. Specifically, the University agrees to implement the following action items:

1. By January 22, 2018, the University will revise its documentation process and practice related to housing accommodations for students with disabilities to continue to ensure that its room rate structure does not discriminate, or have the effect of discriminating on the basis of disability. Specifically, the University will revise its housing accommodation form to clearly distinguish when a housing accommodation, such as a single room, is required because of a student's disability from when a housing accommodation is a student preference. The University reserves the right to continue to honor student preference in its housing process for all students, regardless of disability. Further, the University will ensure that students with disabilities receiving a single room as a required disability-related housing accommodation in a University facility that offers traditional single and double room housing are charged the rate that the students would have been charged but for their disability and are not automatically charged the standard Board of Visitor-approved single room rate.

Reporting Requirement:

- a. By January 22, 2018, the University will provide OCR with a copy of the revised process and practice referenced in Action Item I above for review and approval.
- b. Within fifteen (15) calendar days after OCR completes its review of Reporting Requirement 1(a) and notifies the University in writing of OCR's approval of the revised process and practice, the University will transmit the process and practice outlined in Action Item I to staff in the Office of Housing & Residence Life, the Student Disability Access Center, and any other office that may be involved in student billing, along with a memorandum explaining the changes made to the process and practice.
- c. Within fifteen (15) calendar days after the University has transmitted the revised process and practice outlined in Action Item I, along with the memorandum explaining the changes made to the process and practice, to staff in the Office of Housing & Residence Life, the Student Disability Access Center, and any other office that may be involved in student billing, the University will provide OCR with documentation that the transmittal has been completed.

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 regulation implementing Section 504 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The University understands and acknowledges, without waiving its ability to challenge OCR's authority to do so, 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.¹

By: _____ /s/ _____
Teresa A. Sullivan, President (or designee)

Date: _____ 12/04/2017 _____

¹ Nothing in this resolution agreement shall be deemed to constitute a waiver of the Commonwealth of Virginia or the University of Virginia's sovereign immunity.