

RESOLUTION AGREEMENT
Liberty University
OCR Complaint #11-18-2175

Liberty University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint #11-18-2175 involving a student at the University (the Student). 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.

Prior to the completion of OCR's investigation, the University agreed to resolve the complaint pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to ensure compliance with Section 504 and its implementing regulation and to resolve the issues of this investigation, the University voluntarily agrees to take the following actions:

1. The University will adopt a written policy and procedures for processing student complaints of disability discrimination that are subject to Section 504. The policy and procedures will be consistent with the requirements of the Section 504 regulation at 34 C.F.R. §§ 104.7 and 104.41 through 104.47. The policy and procedures will, at a minimum:
 - reiterate that no qualified student with a disability may be excluded solely on the basis of disability from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any University program or activity that receives Federal financial assistance;
 - provide for the prompt and equitable investigation and resolution of complaints alleging disability discrimination (including disability-based harassment) of a student filed against students, employees, and certain third parties to the extent the University has jurisdiction under Section 504;
 - establish protection from retaliation for requesting accommodations, modifications, or academic adjustments or for filing a disability discrimination complaint.

Reporting Requirements:

- a. **By September 7, 2018**, the University will submit to OCR for review and approval a draft of the written policy and procedures.
 - b. **Within thirty (30) days of OCR's approval**, the University will provide OCR documentation showing that it has finalized the written policy and procedures, disseminated information about the policy and procedures to students, faculty, staff, and administrators, and published the policy and procedures in University documents, to include program catalogs, student handbooks, faculty handbooks, website pages, and course syllabi templates.
2. The University will change the name of its student disability services office from Office of Disability Academic Support to Office of Disability Accommodation Support to better reflect the office's mission.

Reporting Requirement: **By September 7, 2018**, the University will submit to OCR information verifying that the office name change has been widely publicized and is reflected in relevant information sources.

3. The University will educate its Club Sports program staff and athletes on the rights of students with disabilities under Section 504 in accordance with the below reporting requirements.

Reporting Requirements:

- a. **By September 7, 2018**, the University will send an email message to all athletes enrolled in the Club Sports program that provides information on: disability discrimination protections; the University's process for students with disabilities to request academic adjustments and other accommodations; and where the University's forthcoming disability discrimination complaint procedures will be published. **Within five (5) days of the email**, the University will submit to OCR verification that the email was sent together with a copy of the email text.
 - b. **By September 30, 2018**, the University will send a similar email to the Club Sports coaches and administrators as well as provide training to the Club Sports coaches and administrators on: the rights of students with disabilities, including athletes, not to be subjected to discrimination on the basis of disability or retaliation; the University's process for students with disabilities to request academic adjustments and other accommodations, and the University's new name for the Office of Disability Academic Support as the Office of Disability Accommodation Support to better reflect the office's mission and process for determining accommodations to student athletes. **Within five (5) days of the training**, the University will submit to OCR verification that the email was sent together with a copy of the email text and verification that the training took place, including a copy of the training materials or a video tape of the training, the name(s) and qualifications of trainer(s), and a roster of the attendees.
4. If the Student registers with the Office of Disability Accommodation Support, the University will process that registration and any requests for accommodations or modifications in accordance with its usual process for students with disabilities to request academic adjustments and other accommodations.

Reporting Requirement: **By December 31, 2018**, the University will submit to OCR information as to whether the Student registered with the Office of Disability Accommodation Support and requested any accommodations or modifications, and if so, documentation of the University's processing of the request(s).

5. If the Student decides to try out for the XXXXX team in XXXXX, the University will not engage in disability discrimination or retaliate against the Student during the process. If the Student decides to try out, in addition to the regular XXXXX team try-out period that starts on XXXXX, the University will allow the Student an additional evaluation period until XXXXX before making any final decision about the outcome of the Student's try-out. During the Student's entire try-out period, the XXXXX team coaches will evaluate the Student fairly and in good faith and will take into account objective, tangible criteria about the Student (such as XXXXX), as well as the Student's XXXXX skills and abilities that XXXXX displays during such try-out periods).

Reporting Requirements:

- a. **Within five (5) days of the conclusion of the regular XXXXX team 2018 try-outs**, the University will submit to OCR information on the outcome of the try-outs, including the decision and reasoning for each athlete who tried out as to whether he

made the team and at which level, as well as on the Student’s interim evaluation determinations.

- b. **By October 1, 2018**, the University will submit to OCR documentation of the final evaluation determination for the Student.
6. **By September 7, 2018**, the University will send a letter to the Student advising XXXXX that it will reimburse XXXXX for reasonable expenses he incurred as a result of XXXXX departure from the XXXXX team in XXXXX. The letter will specify how the Student should submit documentation of expenses incurred and the timeframes for the Student’s submissions and the University’s reimbursement payments.

Reporting Requirements:

- a. **By September 14, 2018**, the University will submit to OCR documentation demonstrating that it sent the specified letter to the Student.
 - b. **By December 31, 2018**, the University will submit to OCR documentation of the Student’s response to the letter (or the lack thereof) and the University’s reimbursement payments for expenses.
7. **By September 7, 2018**, the University will send the Student a letter detailing the results of its investigation of the reports that the Student was subjected to disability-based discrimination and retaliation by the XXXXX team coaches.

Reporting Requirement: **By September 14, 2018**, the University will submit to OCR documentation demonstrating that it sent the investigation outcome letter to the Student.

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 of this Agreement. Upon the University’s satisfaction of the commitments made under this Agreement, OCR will close this case without issuing any investigative findings or determination.

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 will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

LIBERTY UNIVERSITY, INC.

By: _____ Date: _____
Name and Title