

**Resolution Agreement  
Ohio Wesleyan University  
OCR Docket #15-17-2020**

Ohio Wesleyan University (the University) submits this resolution agreement (Agreement) to the U.S. Department of Education's Office for Civil Rights (OCR) to resolve the above-referenced complaint and to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104. This Agreement does not constitute an admission of liability on the part of the University, nor does it constitute a determination by OCR that the University violated any of the regulations enforced by OCR.

The University recognizes and affirms its obligations under the regulation implementing Section 504 at 34 C.F.R. §§ 104.4 and 104.43 to provide housing to qualified students with disabilities in a nondiscriminatory manner, including providing appropriate disability-related housing aids and services at no cost to those students.

The University therefore voluntarily agrees to the following:

1. By June 30, 2019, the University will remove from its website and its policies, procedures, and practices any references to its providing single occupancy rooms to students with disabilities at the usual rate for those types of rooms when such rooms are necessary as an accommodation for their disabilities. The University will also disseminate a memorandum, electronically and/or in hard copy, to all staff, interns, and others serving in the Office of Residential Life and Disability Services Center, reminding them of the University's obligations under Section 504 to provide equal, nondiscriminatory access to University programs, including its housing program, without cost for necessary and appropriate disability-related aids and services and to make reasonable modifications in policies, practices, or procedures when necessary to avoid discrimination on the basis of disability, unless it can demonstrate that doing so would fundamentally alter the nature of its housing program.

**Reporting Requirement:** By June 30, 2019, the University will submit to OCR documentation demonstrating that it has removed any language as described in Item 1 above and has distributed the memorandum referenced, including copies of and/or links to any revised policies, procedures, and web pages; a copy of the memorandum; a list of personnel, with name and title, who received the memorandum; and the University's method of distribution.

2. By June 30, 2019, 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 reflect that the University does not discriminate in the provision of housing to students with disabilities, that the University will provide disability-related housing aids and services without cost to those students unless to do so would constitute a fundamental alteration of its housing program, and that the University will make reasonable modifications to its housing policies, procedures, and practices when necessary to avoid discrimination, unless the University can demonstrate that making the

modifications would fundamentally alter the nature of the housing aids and services provided by the University.

**Reporting Requirement:** By June 30, 2019, the University will provide OCR with its revised policies, procedures, and practices referenced in Item 2 above for OCR’s review.

3. Within 30 calendar days of receiving notice of OCR’s approval of the revised policies, procedures, and practices referenced in Item 2, the University will adopt and implement them.

**Reporting Requirement:** Within 30 calendar days of receiving notice of OCR’s approval of the revised policies, procedures, and practices, the University will provide OCR with documentation demonstrating that they have been adopted in accordance with Item 3.

### General Requirements

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 the Agreement. Upon the University’s satisfaction of the commitments made under the Agreement, OCR will close the 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 statute and regulation. Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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President or Designee

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Date