

RESOLUTION AGREEMENT
University of Massachusetts Boston
OCR Complaint No. 01-22-2035

The University of Massachusetts Boston (University) has voluntarily entered into this agreement to resolve the allegation in the above-referenced complaint. The University agreed to resolve this complaint prior to the completion of OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*. The University assures that it will take the following actions.

Action Item 1

By April 1, 2022, the Vice Provost for XXXX XXXX XXXXX and Undergraduate Studies, the Associate Vice-Provost for XXXXX XXXXX and the XXXXX of the Ross Center for Disability Services will offer to meet with the Complainant to discuss his suggestions for the University to provide individuals with hearing, vision, or speech disabilities an equal opportunity to participate in, and enjoy the benefits of the services, programs, and activities of the University, and to give primary consideration to the requests of individuals with disabilities in determining what types of auxiliary aids and services are necessary. During this meeting, the University will also offer the Complainant an opportunity to share concerns regarding his experience with the University's handling of his requests for in-person XXXXX XXXXXX and discuss his requests for auxiliary aids and services for the Fall 2022 semester. The University will additionally inform the Complainant that he may provide feedback in writing in lieu of a meeting, if preferred.

Reporting Requirement

By April 15, 2022, the University will provide OCR with written confirmation that the meeting was offered and whether it was conducted or declined by the Complainant or if the Complainant did not respond. If the meeting was conducted, the University will provide OCR with a written summary of the meeting. If the Complainant elected to provide written feedback, the University will provide OCR with a copy of the Complainant's feedback and its response.

Action Item 2

By April 1, 2022, the University will contact the XXXXX XXXXX XXX XX XXXX XXX XXX XXX XXX (XXXX) to solicit its suggestions for: (1) finding and securing in-person XXXXX XXXXXXXX; (2) modifying the University's policies and procedures for finding and securing in-person XXXXX XXXXXXXX; and (3) classroom adjustments or modifications that will provide an effective alternative to the maximum extent possible if an in-person XXXXX XXXXXXXX is not available.

Reporting Requirement

By April 15, 2022, the University will provide OCR with a written summary of its contact with the XXXX.

Action Item 3

Based on the University's discussions with the Complainant (if applicable) and the XXXX, the University will develop a plan (Plan) to address:

1. How to improve the existing process for the University to give primary consideration to requests for in-person XXXXX XXXXXX, or to provide an effective auxiliary aid or service to the maximum extent possible if the University can demonstrate a fundamental alteration of the nature of a service, program or activity, or an undue financial and administrative burden; and
2. Steps the University will take to attempt to secure in-person XXXXX XXXXXX for the Complainant should he submit a future request, noting that if the University is unable to secure in-person XXXXX it will offer an alternative auxiliary aid or service to provide communication that is as effective as that provided to students without disabilities and affords the Complainant an equal opportunity to participate in and benefit from the services, programs, and activities of the University. The University is not required to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.

The Plan will include a description of the specific measures that the University will take to implement the Plan by July 15, 2022.

Reporting Requirements

- a. By May 10, 2022, the University will provide OCR with a copy of its Plan.
- b. By July 15, 2022, the University will provide OCR with a written summary of its implementation of the Plan, with supporting documentation.
- c. By August 15, 2022, the University will provide OCR with a written summary, with supporting documentation, of the University's response if the Complainant requests in-person XXXXX for the Fall 2022 semester.
 - a. If the University agrees to the request and is able to fulfill it, then it will provide documentation to OCR reflecting that the request was fulfilled.
 - b. If the University is unable to secure in-person XXXXX, the University will provide OCR with documentation explaining the steps it has taken to secure in-person XXXXX, as well as documentation demonstrating that the alternative auxiliary aid or service offered to the Complainant provides communication that is as effective as that provided to students without disabilities and affords the Complainant an equal opportunity to participate in and benefit from the services, programs, and activities of the University. If applicable, the University will also support its documentation with an explanation of how the requested service would fundamentally alter the nature of the service, program, or activity, or constitute an undue financial and administrative burden.

Action Item 4

The University will reimburse the Complainant in the amount of \$XXX for the Fall 2021 semester.

Reporting Requirement

On January 19, 2022, the University approved the request for reimbursement. By April 15, 2022, the University will provide documentation to OCR demonstrating that it has reimbursed the Complainant.

Action Item 5

The University will remove the Complainant’s Fall 2021 grades of “X” (XXXX) from his transcript.

Reporting Requirement

On January 19, 2022, the University agreed to remove the Fall 2021 grades of “X” from the Complainant’s transcript. By April 15, 2022, the University will provide OCR with a copy of the Complainant’s revised transcript.

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 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(s) and regulation(s). Before initiating such proceedings, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the University’s representative below.

By: /s/ _____
Joseph B. Berger, Provost and Vice Chancellor for Academic Affairs

Date: 3/31/2022