

**RESOLUTION AGREEMENT**  
**Tufts University**  
***OCR Complaint No. 01-23-2011***

Tufts University (University) has voluntarily entered into this agreement to resolve the allegations in the above-referenced complaint. The University assures that it will take the following actions.

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*.

**Action Item 1**

The University will provide training to all the [redacted content] program staff and faculty, and administrators and staff who are involved in any way in either engaging in the interactive process for academic adjustments or reasonable modifications, or implementing academic adjustments, regarding the University's obligations pursuant to Section 504 concerning academic adjustments and reasonable modifications to program requirements. The training will be conducted by individual(s) knowledgeable about the laws and issues pertaining to disability discrimination and shall address, at a minimum, the following:

1. The requirement that a qualified person with a disability may not be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination in any postsecondary program's aids, benefits, or services on the basis of disability;
2. The requirement that a university modify its academic requirements as necessary to ensure that such requirements do not discriminate or have the effect of discriminating on the basis of disability against a qualified student with a disability. The training may also clarify that a university is not required to grant a modification that would fundamentally alter the nature of the service, program, or activity or impose an undue financial or administrative burden on the university.
3. Section 504's requirements apply to the [redacted content];
4. The University's process for a student to request academic adjustments and reasonable modifications, including applicable University policies and the interactive process;
5. An explanation that, if the University denies a request for an academic adjustment or reasonable modification, it should clearly communicate the reasons for its decision to the student so that the student has a reasonable opportunity to respond and provide additional documentation that would address the University's objections; and
6. An explanation that academic adjustments and reasonable modifications for students with disabilities are determined only by the appropriate University office, and that such academic adjustments and reasonable modifications cannot be altered by faculty or administrators.

### **Reporting Requirements**

1. By September 30, 2023, the University will provide, for OCR’s review and approval, a copy of the training materials it will use, as well as the credentials of the trainer/presenter.
2. Within 30 days after receiving OCR’s approval of the materials and trainer/presenter, the University will provide to OCR:
  - a. A list of the individuals who attended the training and their titles;
  - b. The date(s) the training was conducted; and
  - c. Copies of any training materials disseminated.

### **Action Item 2**

The University will provide additional training for incoming [redacted content] students following their admission to [redacted content] but prior to their arrival on campus regarding the disability accommodation process, including the types of documentation that may be requested via the University’s process if a student were to seek an accommodation. The training will be conducted by individual(s) knowledgeable about the University’s process for requesting academic adjustments and reasonable modifications. The University will also include a link to OCR’s Students with Disabilities Preparing for Post-Secondary Education on the [redacted content] website.

### **Reporting Requirements:**

By the beginning of the [redacted content], the University will provide to OCR:

- a. The identity of the individual(s) who conducted the training;
- b. A list of the individuals who attended the training;
- c. The date(s) the training was conducted;
- d. Copies of any training materials disseminated; and
- e. Confirmation of the resource being added to the [redacted content] website.

### **Action Item 3**

The University will review and revise as necessary its policies and procedures for [redacted content] participants. The policies and procedures will include reference to the University’s disability accommodation process and an appropriate medical leave process. The University will describe the role of the Student Accessibility and Academic Resources Center (the StAAR Center) and the Dean of Students Office, including the process and timing by which to seek accommodations and/or a medical leave.

### **Reporting Requirements:**

1. By December 1, 2023, the University will submit its policies and procedures to OCR for its review and approval.

2. Within thirty (30) calendar days of OCR’s approval, the University will adopt, implement, and publish the revised policies and procedures. The University will make this information available through the University’s website and any other additional means of notification the University deems effective to ensure that the information is disseminated to all individuals participating in the [redacted content], including [redacted content] students and administrators, faculty, and staff working with the [redacted content]. The University will provide OCR with documentation that it has completed this item, including copies of written notices to students, administrators, faculty, and staff, and a copy of any publications (such as student handbooks) or a link to any website containing the policy.

**Action Item 4**

The University will extend an offer to the Student to enroll in the University as a [redacted content], to include what was provided to the Student prior to her removal from the University, specifically:  
[redacted content]

**Reporting Requirements:**

Within one week of the University extending offers to individuals to be a [redacted content], the University shall provide documentation to OCR that the Student was extended an offer. The Student shall be provided the same terms and conditions to accept or reject the offer as provided to other students.

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 \_\_\_\_\_ Date: \_\_\_\_\_  
[redacted content]