

**UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS, REGION II**

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REGION II
NEW JERSEY
NEW YORK
PUERTO RICO
VIRGIN ISLANDS

RESOLUTION AGREEMENT

**Rochester Institute of Technology
OCR Case No. 02-14-2077**

In order to resolve the allegations in Case No. 02-14-2077, the Rochester Institute of Technology (Institute) assures the U.S. Department of Education, New York Office for Civil Rights (OCR), that it voluntarily agrees to take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104.

Action Item 1:

Effective immediately, the Institute will make reasonable efforts to provide the complainant with XXX XXXXX XXXXX (XXX) services it has approved for her courses and/or field trips/activities related to such course(s), if any, ensuring that such services are in place and ready to be implemented by the beginning of a semester, and provided in a timely manner. If the Institute's contracted third party vendor is not able to provide approved XXX services to the complainant, the Institute will seek to secure such services through alternate providers. The Institute agrees that in the event that its reasonable efforts to provide approved XXX services to the complainant for her course(s) and/or field trips/activities are unsuccessful, the Institute will provide an alternative and effective academic adjustment(s) and/or auxiliary aid(s) and service(s) to the complainant.

Reporting Requirement:

Within 30 days after the end of each semester that the complainant takes courses at the Institute in academic years 2014-2015 and 2015-2016, the Institute will provide written documentation to OCR demonstrating that the complainant was provided with the appropriate academic adjustment(s) and/or auxiliary aid(s) and service(s), including XXX, for her courses and/or related field trips/activities.

Action Item 2:

By September 30, 2014, the Institute will send correspondence to all Institute personnel, including staff, faculty, and administrators who are involved in the approval, provision, and/or delivery of academic adjustments and/or auxiliary aids and services to students with disabilities, reminding them of their obligations to provide students with disabilities with approved academic adjustments and/or

auxiliary aids and services, including but not limited to interpreters, note-taking, captioning, and/or any other reasonable accommodations in their courses and on related field trips/activities, in a timely manner, ensuring that they are in place and ready to be implemented by the beginning of each semester.

Reporting Requirement:

By September 30, 2014, the Institute will provide to OCR a copy of the correspondence and documentation corroborating the distribution of the correspondence described in Action Item 2, including a list of recipients and the method for its issuance.

Action Item 3:

By October 1, 2014, the Institute will revise its ‘MY ACCESS’ website to include a place for a requestor to provide comments or other specific information related to a request for academic adjustments and/or auxiliary aids and services for a course(s), at the time of the initial request, and thereafter.

Reporting Requirement:

- (a) By October 15, 2014, the Institute will provide for OCR’s review and approval, documentation reflecting the Institute’s proposed revision of its “MY ACCESS” website consistent with Action Item 3, above.

- (b) Within 30 days of OCR’s approval of the revision, the Institute will provide to OCR documentation indicating that the Institute has revised its “MY ACCESS” website, or the Uniform Resource Locator (URL) or link for the revised website; and documentation indicating that the Institute has informed Institute personnel, including staff, faculty, and administrators who are involved in the approval, provision, and/or delivery of academic adjustments and/or auxiliary aids and services to students with disabilities of the Institute’s revision of its “MY ACCESS” website.

The Institute understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.43 and 104.44, which were at issue in this case. The Institute also 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 this agreement. Further, the Institute understands that during the monitoring of this agreement, if necessary, OCR may visit the Institute, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Institute has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.43 and 104.44, which were at issue in this case. The Institute 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 proceeding to enforce this agreement, OCR shall give the Institute written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

8/29/14

Date

/s _____
Dr. Gerard Buckley
President
Rochester Institute of Technology's National Technical
Institute for the Deaf