

RESOLUTION AGREEMENT

University of Rochester, School of Medicine and Dentistry Case No. 02-16-2050

In order to resolve Case No. 02-16-2050, the University of Rochester (the University), School of Medicine and Dentistry (the School) assures the U.S. Department of Education, New York Office for Civil Rights (OCR), that 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, it will take the actions set forth below.

Action Item 1:

By May 7, 2016, the University will offer the complainant in writing the opportunity to either retake his XXXXX XXXXXXXX and XXXXXXXX course (the Course), at no charge, during the fall 2016 semester or at a later semester when the Course is offered; or, to receive a full refund for Course tuition and any related fees. The University will provide the complainant with a minimum of 30 calendar days to respond to the offer.

Reporting Requirement: By June 30, 2016, the University will provide documentation to OCR demonstrating that it has offered the complainant an opportunity to either retake the Course, at no charge, or to receive full reimbursement for Course tuition and any related fees; and, it will provide documentation of the complainant's response, if any.

Action Item 2:

For the remainder of academic year 2015-2016 and during academic year 2016-2017, to the extent that the complainant is enrolled at the University during this timeframe, the University will ensure that the complainant receives his approved academic adjustment(s) and/or auxiliary aid(s).

Reporting Requirements:

- a. By July 31, 2016, the University will provide documentation to OCR demonstrating that it provided the complainant with his approved academic adjustment(s) and/or auxiliary aid(s), for the remainder of academic year 2015-2016, in accordance with Action Item 2 above.
- b. Within 30 days after the end of each semester that the complainant takes courses at the University during academic year 2016-2017, the University will provide documentation to OCR demonstrating that it provided the complainant with his approved academic adjustment(s) and/or auxiliary aid(s), for academic year 2016-2017, in accordance with Action Item 2 above.

Action Item 3:

By August 15, 2016, the University will provide training to all administrators, faculty, and staff at the University/School responsible for processing requests and/or providing academic adjustments and/or auxiliary aids for students with disabilities, including but not limited to Disability Services and Support Office Director and staff, and the School's Disability Access Coordinator. The training will include a discussion of the University's/School's obligation to provide qualified individuals with disabilities with academic adjustments and/or auxiliary aids, in accordance with the regulations implementing Section 504; and, the University's process for reviewing and responding to requests for academic adjustments and/or auxiliary aids. Special emphasis will be given to the requirement that only Disability Services and Support Office and/or other designated University/School staff, including the School's Disability Access Coordinator, with the appropriate expertise and training, may review and make determinations in response to requests for academic adjustments and auxiliary aids; and, that this responsibility must not be delegated to individuals, including course faculty, who are not authorized to make such determinations.

Reporting Requirement: By August 30, 2016, the University will provide documentation to OCR demonstrating that training was provided in accordance with Action Item 3 above; including the name and credentials of the trainer, the date(s) of the training, copies of the training materials distributed, and a list of attendees.

The University 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 regulation implementing Section 504, at 34 C.F.R. § 104.44, which was at issue in this case. The University 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 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 and is in compliance with the regulation implementing Section 504, at 34 C.F.R. § 104.44, which was at issue in this case. 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 proceeding to enforce this agreement, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

May 2, 2016
Date

/s/

Joel Seligman
President
University of Rochester