



By November 1, 2014, the University will XXXX XXX XXXXXXXXXXXXXXX X XXXXXXX XX  
XXXXXXXXXXXX XXXXX offering XXX the opportunity to retake XXX XX XXX XXXX  
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XXXXXXXXXXXXXXXX XXXXXXXXXXX XXXXXXX X XXX XXX XXXXXXXXXXX  
XXXXXXXXXXXX XXX XXXXXXX XXX XXXXXXX XXXXXXXXXXXXXXXXXXXXXXX at no cost to  
the Complainant for tuition, books and course materials. If the Complainant elects to retake any  
of these XXXX XXXX XXXXXXX XX XX XXXXXXX XXXX XXXXXXXXXXX X XXX II  
XXXXXXXX XXX will do so during the next semester that these classes are regularly  
XXXXXXXX XXX XXXX XXXXXXXXXXX XXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX  
XXXX XX XXXXXXX XXXXX XX XXXXXXXXXXX. The Complainant will receive all of XXX  
approved academic adjustments and auxiliary aids and services, the grade Complainant receives  
when XXX retakes the course shall replace the previous grade Complainant received, and the  
University's deadlines for adding and dropping courses will apply. If the Complainant wishes to  
retake any of these courses, the Complainant will respond within 30 days of the date of the letter,  
identifying the class/classes she is seeking to retake. If the Complainant does not respond within  
30 days of the University's letter, the University will have no further obligations under this  
provision.

### Reporting Requirements

By December 15, 2014, the University will submit documentation regarding the University's  
offer and the Complainant's response to the offer to retake any XX XXX XXXX XXXX  
XXXXXXXXXX XX courses, including any relevant correspondence between the University and  
the Complainant regarding this offer and if applicable, documentation that the Complainant has  
been enrolled in the courses with the provision of academic adjustments and auxiliary aids and  
services.

### **Action Step #3: Review of University's Policy for Provision of Academic Adjustments and Auxiliary Aids and Services**

By December 1, 2014, the University shall review its policy for providing academic adjustments  
and auxiliary aids and services to students with disabilities and revise its policy, as necessary.  
The University shall ensure that it makes finalized decisions regarding all requests for academic  
adjustments and auxiliary aids and services through an interactive process with students with  
disabilities and that such determinations are sufficiently detailed and documented, describing the  
nature and type of services to be provided. The University shall further ensure that requests for  
academic adjustments and the University's decisions to grant or deny requests for academic  
adjustment are documented and communicated to students with disabilities, along with the  
reason(s) as to why any request for an academic adjustment is denied. As part of this process,  
the University will specifically consider its use of Accommodation Memorandums and  
Accommodation Plans to ensure that they are consistent with this provision.

Reporting Requirements

By December 15, 2014, the University will submit its revised policy, including any applicable forms and procedures, for providing academic adjustments to students with disabilities to OCR for its review and approval.

**Action Step #4: Training**

Within 60 days of OCR’s review and approval of its policy pursuant to Action Step #3, the University will provide the following trainings:

For personnel in its Disability Resources Office, training to ensure that they are aware of revised procedures in this policy and understand how it is to be implemented, and,

For all University staff and personnel who are responsible for the operation of the Complainant’s assistive technology, technical training regarding the set-up of this equipment.

Reporting Requirements

Within 30 days of the trainings, the University will submit to OCR a sign-in sheet from the training outlined in Action Step #4 above, along with a copy of all materials distributed at the training and or an explanation of the content that was covered during the trainings.

**Action Step #5: Provision of Academic Adjustments and Auxiliary Aids and Services**

By December 1, 2014 , the University will XXXX XXX XXXXXXXXXXXXXXX X XXXXXXX XX XXXXXXXXXXX XXXX, requesting that XXX meet with staff from the University’s Disability Resources Office, to discuss the University’s provision of academic adjustments and auxiliary aids and services to the Complainant for the XXXXXXX XXXX XXXXXXXXXXXXXXX X XXX XX. The University will follow its procedures, as revised pursuant to this Agreement, regarding all decisions it makes regarding the provision of these services to the Complainant.

Reporting Requirements

By December 15, 2014, the University will submit a copy of the XXXXXXX XXXXXXX XX XXX XXXXXXXXXXXXXXX, along with documentation regarding any XXXXXXXXXXXXXXX XXXXXXXXXXX XXXXXXX XXX XXXXXXXXXXXXXXX to discuss XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX XXX XXXXXXXXXXXXXXX XXXX XXXXXXXXXXXXXXX XXXXXXXXXXXXXXX, including notification XX XXX XXXXXXXXXXXXXXX XX XXX XXXXXXXXXXXXXXX XXXX XXX XXXXXXXXXXXXXXX and, if applicable, the reason(s) as to why the University denied any of Complainant’s requests for services..

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the University understands that during the monitoring of this Agreement, 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 regulations implementing Section 504, at 34 C.F.R. §104.23, which were at issue in this complaint.

The University understands that OCR will not close the monitoring of this Agreement until it determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §104.23, which were at issue in this complaint.

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 proceedings to enforce this Agreement, OCR shall give the University written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

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President or designee  
Carnegie Mellon University

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Date