VOLUNTARY RESOLUTION AGREEMENT
Johns Hopkins University
OCR Complaint #03-14-2403

In order to resolve the above-referenced complaint filed with the United States Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973, at 34 C.F.R. Part 104 (Section 504), which prohibits discrimination XXXXXXXXXXXXXXXXXX and Title IX of the Education Amendments of 1972, 34 C.F.R. Part 106 (Title IX), which prohibits discrimination XXXXXXXXXXXXXXXXX, Johns Hopkins University (the University) voluntarily enters into this Resolution Agreement (Agreement) and makes the following commitments to OCR.

This Agreement does not constitute an admission of liability on the part of the University and does not constitute a determination by OCR of any violation of any of the regulations enforced by OCR.

Action Step #1

By May 1, 2015, the University will send a memorandum on behalf of the University to all personnel XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, reminding them that no qualified individual with a disability shall, on the basis of disability or based on retaliation for prior participation in a protected activity, such as filing a grievance, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any service, program or activity of the University and advising them of the process to be followed when considering a Complainant’s requests for academic adjustments and auxiliary aids and services, as follows:

- The University will engage in an interactive process with the Complainant, which may include formal requests for documentation.

- This process will include consideration of any recommended reasonable modification or adjustment that would enable the Complainant to have an equal opportunity to benefit from the academic program and will take into consideration such factors as: the extent of the Complainant’s disability; the Complainant’s prior use of auxiliary aids; the nature and complexity of program content; and the modes through which course content is presented.

- The person(s) making any decision whether a Complainant requires auxiliary aids and the auxiliary aids to be provided will be knowledgeable and informed about (or will make the decision based upon documentation received from a person who is knowledgeable and informed about) the nature of the Complainant’s disability, and the effect of that disability on the Complainant’s performance in all aspects of the program, including the consideration of academic requirements, and the existence of any modifications or auxiliary aids to assist the Complainant in completing the program. The process may include consultation with school officials, academic advisors, course instructors or specialists, familiar with the Complainant’s disability, where appropriate. As part of this process, the University may consider whether the academic adjustments/auxiliary aids and services being requested constitute a fundamental alteration of the nature of the program being offered by the University. Any determination regarding essential course/program requirements will include a reasoned deliberation by an individual(s) with relevant training, knowledge and experience in the subject area/course of study that

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includes a careful, thoughtful and rational review of the academic program and its requirements and available options/alternatives as essential requirements.

- The process will ensure that the University denies a Complainant a requested academic adjustment or auxiliary aid only after conducting an appropriate and specific inquiry. Moreover, as part of this process, the University will consider if there are any other reasonable alternatives or available options to the academic adjustment or auxiliary aid or service being requested by the Complainant, and if so, it will provide such services. When denying a requested service, the University will notify a Complainant in writing, including the procedures for appealing such decisions.

**Reporting Requirements**

By June 30, 2015, the University will submit a copy of the memorandum distributed pursuant to Action Step #1, along with evidence of distribution of the memorandum, including a list of the persons (name and title) who received it and the method for its issuance.

**Action Step #2**

By May 1, 2015, the University will send the Complainant a letter, by certified mail, and offer to meet with XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX in accordance with its policies, practices and procedures. This letter will provide instructions to schedule the meeting, to occur within 15 days of the letter. The University may request that documentation XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX at least three days prior to the meeting. In considering the Complainant’s requests, the University will engage in interactive discussions with the Complainant and XXX representative (if any), as applicable, regarding what XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX program. The University will make an individualized determination regarding the Complainant’s request(s) following the specific process outlined in the memorandum under Action Step 1 and should be completed within 15 days of the meeting. Upon the conclusion of the interactive process, the University shall inform the Complainant in writing of its determination. The University’s letter to the Complainant will also inform XXXXXXXXXXXXXXX right to request a review of the determination by the Vice Provost, Office of Institutional Equity, pursuant to the University’s Section 504 compliance policies, procedures and processes. In the event that the Complainant does not respond to the University’s offer letter within 30 days of its date, the University’s obligations under this Step will cease.

**Reporting Requirements**

By June 30, 2015, the University will submit to OCR: a copy of all letters sent to the Complainant and copies of any meeting notes or documentation showing that the University followed the process outlined under Action Step 1 in making its determination regarding the provision of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX to the Complainant. OCR will, prior to approving the University’s decision, review the documentation to ensure that the University met the requirements of the regulation implementing Section 504, at 34 C.F.R. Part 104, and Title IX, at 34 C.F.R. Part 106 in making its determination. The University will also provide OCR with copies of any documents, including decisions issued by the University, as applicable.

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 the Complainant 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. §§ 104.44 and Title IX, at 34 C.F.R. §106.71, 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. §§ 104.44 and, and Title IX, at 34 C.F.R. §106.71, 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.

/S/
President and/or Designee                               Date
Johns Hopkins University