

**RESOLUTION AGREEMENT**  
**University of Pittsburgh**  
**OCR Case #: 03212184**

The University of Pittsburgh agrees to resolve this complaint by voluntarily entering into this Resolution Agreement (Agreement) with the U.S. Department of Education's Office for Civil Rights (OCR). This Agreement does not constitute an admission of liability, nor does it constitute a finding of non-compliance or wrongdoing on the part of the University. The University assures OCR that it will take the following actions to ensure compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35 which prohibit discrimination on the basis of disability by recipients of federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the University agrees to take the following actions.

**ACTION STEPS AND REPORTING REQUIREMENTS**

1. The University recognizes its responsibility under Section 504 and its regulation, at 34 C.F.R. § 104.43(a), and Title II and its regulation, at 28 C.F.R. § 35.130(a), to ensure that no person, on the basis of disability, be excluded from participation in, be denied the benefits of, be treated differently from another person, or otherwise be discriminated against in any program or activity.
2. The University recognizes its responsibility under Section 504 and its regulation, at 34 C.F.R. § 104.44(d), and Title II and its regulation, at 28 C.F.R. § 35.160(b), to ensure no student with a disability is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because of the absence of educational auxiliary aids for students with impaired sensory, manual, or speaking skills.
3. Within 30 days of signing this Agreement, the University, through its Disability Resources and Services Department (DRS), will contact the Complainant to schedule a meeting regarding her disability-related request for academic adjustments, auxiliary aids and services, and reasonable modifications. In considering the Complainant's requests, the University will engage in interactive discussions with the Complainant regarding what academic adjustments, auxiliary aids and services, and other reasonable modifications would be appropriate in light of the Complainant's individual needs and the nature of the institution's program. Specifically, the University will consider academic adjustments, auxiliary aids and services and reasonable modifications in order for the Complainant to have access to and to participate in the statistics course needed as a prerequisite for the Master's in Social Work program. The University is not required to provide attendants,

individually prescribed devices, readers for personal use or study, or other devices or services of a personal nature, or to make modifications that would fundamentally alter the nature of the service, program, or activity.

### Reporting Requirement

- A. Within 90 days of signing this Agreement, the University will provide OCR with confirmation of its compliance with the requirement to schedule a meeting with the Complainant to engage in the interactive process with the Complainant, including whether the meeting occurred, and the outcome letter related to the interactive process (including any academic adjustments, auxiliary aids and services and reasonable modifications to be provided to the Complainant in order for her to access and participate in the required statistics course).
- B. On or before August 29, 2022 (or as soon as the requested information is otherwise available), the Complainant's extended deadline to complete the prerequisite statistics course, the University will provide OCR with written documentation demonstrating how it ensured that the Complainant had access to the statistics course.

Specifically, the University will send OCR the following:

- A. A copy of the formal academic adjustments plan agreed upon by the Complainant and the University related to the statistics course and information demonstrating that relevant faculty members were notified of the Complainant's needs;
- B. An explanation of other reasonable modifications or auxiliary aids and services that were provided to the Complainant but not included in the formal academic adjustments plan;
- C. A copy of the DRS log associated with the Complainant, to include: Complainant's application for reasonable accommodations, documentation submitted to DRS by the Complainant related to her disability and accommodations request(s), meetings and communications between DRS and the Complainant, the reasonable accommodations granted to the Complainant (if any), and any other related documentation and/or communications stored in the log by the DRS specialist;
- D. A copy of any DRS notification letter sent to the instructor(s) of the required statistics course communicating the Complainant's accommodations related to the class.
- E. Information as to whether the Complainant successfully completed the statistics course.

The University understands that by signing the 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 the Agreement, if necessary, OCR may visit the recipient, 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 the 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 the Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the University's representative below.

By: /s/ \_\_\_\_\_ Date: 10-11-2021 \_\_\_\_\_  
President or Designee