

**University of Alabama at Birmingham**  
**OCR Docket #04-15-2330**  
**Voluntary Resolution Agreement**

The University of Alabama at Birmingham (University) agrees to resolve the allegation of discrimination on the basis of disability raised in complaint number 04-15-2330 filed with the U.S. Department of Education (Department), Office for Civil Rights (OCR). The University enters into this Resolution Agreement (Agreement) 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 at 34 C.F.R. Part 104, and Title II and its implementing regulation at 28 C.F.R. § 35.130, which prohibits discrimination on the basis of disability.

The University is submitting this agreement voluntarily prior to OCR's completion of its investigation and prior to any compliance findings and does not constitute a finding or admission that the University is not in compliance with Section 504 and/or its implementing regulations.

The University recognizes its obligations under Section 504 and its implementing regulation at 34 C.F.R. § 104.44 to provide academic adjustments and auxiliary aids to qualified individuals with disabilities to ensure that the University's academic requirements do not discriminate or have the effect of discriminating, on the basis of disability, against them. The University further recognizes its obligation under the Section 504 regulation at 34 C.F.R. § 104.4 to ensure that students with disabilities have an equally effective opportunity to participate in and benefit from all programs and activities offered by the University, including academic, athletic and extracurricular activities, in the most integrated setting appropriate to the students' needs.

Accordingly, to ensure compliance with Section 504 and Title II, the University agrees to take the following actions:

**Section 1: Individual Remedies**

1. Immediately upon signing this Agreement, the University shall send a written letter to XXXXX XXXXXXXXXXXX (Complainant) advising her that: 1) she may re-enroll in the XXXXXXXXXXXX XXXXXXXXXXXX Program up until January 4, 2016; 2) it is waiving the requirement that she pass the XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX (XXXX) in order to complete her Master's Degree in XXXXXXXXXXXX; and 3) that the Complainant will need to complete any course work, practicum(s) and internship(s) required to obtain the Master's Degree. Complainant shall complete her practicum in spring 2015; Internship A in summer 2015; Internship B in fall 2016; and class XXX 650 in fall 2016. Upon re-enrollment Complainant shall also submit the required change request forms to have her XXXXXXXXXXXX concentration changed from XXXXXXXXXXX XXXXXXX XXXXXXX to XXXXXXXXXXXXXXXXXXXX. The University agrees to approve this requested change in concentration.

**REPORTING REQUIREMENT: By January 11, 2016,** the University will provide OCR with documentation to demonstrate its implementation of Paragraph 1 above including, but not limited to: documentation of all communication between the University and the Student to discuss her re-enrollment to the Program.

2. If the University no longer offers the Program, the University shall create a comparable degree program for the Complainant at no cost to the Complainant.

**REPORTING REQUIREMENT: By January 15, 2016,** the University will provide OCR with documentation to demonstrate implementation of Paragraph 2,

above, including, but not limited to: documentation of creation of program.

**Section 2: Training**

3. **By February 29, 2016**, the University will train University School of XXXXXXXXXX  
XXXXXXXXXX and XXXXXXXXXX Program faculty and staff involved in determining  
academic accommodations for students with disabilities in the XXXXXXXXXX  
XXXXXXXXXX Program regarding the University's responsibilities under Section  
504 and Title II.

Training may be accomplished through already established faculty and/or staff meetings or by alternative means determined by the University that will provide effective access to the information to be disseminated.

**REPORTING REQUIREMENT: By March 15, 2016**, the University will provide documentation to OCR sufficient to show its implementation of Paragraph 2 above, including but not limited to documentation of training of relevant staff. Training documentation should include a list of all individuals trained, along with their titles and departments, as well as the date of training.

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The University 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 Section 504 and its implementing regulation at 34 C.F.R. § 104.44(c), and Title II and its implementing regulation at 28 C.F.R. § 35.130, which were at issue in this case.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. § 104.44(c), and Title II and its implementing regulation at 28 C.F.R. § 35.130, which were 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 proceedings 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.

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University Representative

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Date