

RESOLUTION AGREEMENT
University of Miami
OCR Complaint # 04-20-2111

The U.S. Department of Education, Office for Civil Rights (OCR) and the University of Miami (University) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University assures OCR that it will take the following actions to comply 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, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance.

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 (CPM). Accordingly, to resolve the issues of this investigation, the University voluntarily agrees to take the following actions:

Remedy:

1. **Within thirty (30) days** of the signing of this Agreement, the University will send a letter to the Complainant, via email and certified mail, inviting her to retake the second Chemistry and Calculus exams administered in October 2019, and the third Chemistry exam administered in November 2019. The University will offer the Complainant the opportunity to retake the three (3) exams in the University's Office of Disability Services (ODS) at a specified time and date no later than August 2020 and prior to the start of the fall 2020 semester. The exams will be proctored by the Director of the ODS. The Complainant will be accorded her requisite extended time (time and a half) for each exam. The University will provide the Complainant up to thirty (45) days to respond to its invitation.

Reporting Requirement:

By July 30, 2020, the University will provide to OCR documentation demonstrating its compliance with Item 1.

2. If the Complainant accepts the opportunity to retake one or more of the exams identified in Item 1, and the Complainant receives a higher score on the exams, the University will re-calculate the Complainant's final grade(s) for the Complainant's fall 2019 Calculus and Chemistry courses to reflect the updated exam result(s) and will update the Complainant's transcript to reflect the revised Calculus and/or Chemistry grade(s) for the fall 2019 semester.

Reporting Requirement:

By September 30, 2020, the University will provide to OCR documentation demonstrating its compliance with Item 2.

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 the Section 504 implementing regulation at 34 C.F.R. § 104.44. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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.

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

President or Designee
University of Miami

Date

Printed Name & Title