

**Resolution Agreement
University of Florida College of Veterinary Medicine
Complaint #04-21-2166**

OCR Atlanta – Region IV

The U.S. Department of Education, Office for Civil Rights (OCR) and the University of Florida enter into this Resolution Agreement to resolve the issue raised in Complaint #04-21-2166. 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, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance from the Department of Education and public entities, respectively.

Prior to the completion of OCR's investigation, the University asked to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. This Agreement does not constitute an admission of wrongdoing or liability by the University pursuant to Section 504 or Title II. Accordingly, to ensure compliance with Section 504 and Title II and to resolve the issues of this investigation, the University voluntarily agrees to take the following actions:

I. Individual Remedy:

A. **By November 1, 2021**, the University will notify the Complainant in writing of its intention to re-assess her request for academic adjustments and/or auxiliary aids and services for her Auditory Processing Disorder and provide her with ten (10) business days to submit any additional documentation that she wishes for the University to consider in support of her request.

B. **Within five (5) business days of the Complainant's submission of additional documentation to support her request**, the University will re-assess the Complainant's request and engage in an interactive process with the Complainant to determine the appropriate, effective academic adjustments and/or auxiliary aids and services necessary to afford her an equal opportunity to participate in the University's programs, services and activities.

C. **By November 21, 2021**, the University will issue its written decision in response to the Complainant's request for academic adjustments and/or auxiliary aids and services. If the University denies any portion of the Complainant's request, it will issue a written decision to the Complainant that sets forth the specific reasons for its decision so that the Complainant has a reasonable opportunity to respond and provide additional documentation that would address the University's objections. The written response shall also include specific information, including the timeframes and University's point(s) of contact, to submit an appeal of the decision.

D. **Within two (2) business days of the conclusion of the interactive process**, the University will provide the Complainant and her instructors with a written accommodation

letter that sets forth, in detail, the approved academic adjustments and/or auxiliary aids and services. The University shall implement the approved academic adjustments and/or auxiliary aids and services within three (3) business days.

Reporting Requirements:

By November 30, 2021, the University will provide OCR with the following documentation to demonstrate compliance with the provisions outlined in Paragraph I:

- 1) a copy of the University's written notification to the Complainant regarding its intention to re-assess her request for academic adjustments and/or auxiliary aids and services for her Auditory Processing Disorder and provide her with ten (10) business days to submit any additional documentation that she wishes for the University to consider in support of her request, as described in Paragraph I (A);
- 2) evidence that confirms that the University re-assessed the Complainant's request and engaged in an interactive process within five (5) business days of the Complainant's submission of additional documentation in support of her request, as described in Paragraph I (B);
- 3) the University's written decision in response to the Complainant's request for academic adjustments and/or auxiliary aids and services, including the specific reason(s) for a denial, if applicable, as described in Paragraph I (C).
- 4) the written letter that the University issued to the Complainant and her instructors that sets forth, in detail, the approved academic adjustments and/or auxiliary aids and services. The documentation shall include confirmation that the University implemented the approved academic adjustments and/or auxiliary aids and services within three (3) business days, as described in Paragraph I (D).

II. Training:

By December 1, 2021, the University will provide Section 504 and Title II training to University faculty, staff, and administrators who have responsibility for evaluating students for disability-related requests for academic adjustments and/or auxiliary aids and services. The training will emphasize the timely review of student requests, including the requirement to give primary consideration to a student's request for academic adjustments and/or auxiliary aids and services, consistent with Section 504 and Title II.

Reporting Requirements:

By January 1, 2022, the University will provide OCR with the date(s) of the training session(s), the title and credentials of the trainer(s), a copy of the materials used in the training, and a list of the staff members and their titles who attended the training sessions. The University will also provide its alternate plans to provide the training to University

faculty, staff, and administrators who were unable to attend the scheduled training session(s).

The University understands that by signing this Resolution Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Resolution Agreement. Further, the University understands that during the monitoring of the Resolution 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 the Resolution Agreement. Upon the University’s satisfaction of the commitments made under this Resolution Agreement, OCR will close the case.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Resolution Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings, to enforce this Resolution Agreement, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

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

/s/

_____ **President or Designee**

_____ **Date**