

**Eastern Michigan University  
Resolution Agreement  
OCR Docket #15-21-2097**

Eastern Michigan University (the University) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of resolving the above-referenced complaint and ensuring compliance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulations at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. Section 12131 *et seq.*, and its implementing regulations at 28 C.F.R. Part 35.

The University agrees to take the following actions:

**Item A. Individual Remedies**

1. By October 15, 2023, the University will send a letter, by certified postal mail and electronic mail addresses on record at the University, to the student (the Student) [redacted content]. The letter will invite the Student to re-enroll in the University's [redacted content] and inform the Student that he will not have to pay to complete courses or requirements he has already paid for. The letter will notify the Student that in order to continue in the [redacted content] and prior to taking any courses, [redacted content], the Student will need to meet with a University academic advisor to review the Student's Program of Study to ensure the courses in which he enrolls meet all Program requirements and the Student will need [redacted content]. The letter will also notify the Student that if he chooses not to re-enroll in [redacted content], the University will reimburse him for all expenses related to his participation in the Program [redacted content] [redacted content], as explained further below in Item A.2. The letter will also advise the Student that he must notify the University by November 1, 2023, that he wishes to re-enroll [redacted content]; whether he wishes to complete the Program; and whether he is requesting any academic adjustments or auxiliary aids/services as result of his disability to participate in the Program. The letter will also inform the Student that if he elects to re-enroll and requests academic adjustments or auxiliary aids/services, the University's disability services personnel and/or designated 504 Coordinator will arrange to meet with the Student [redacted content] to engage in an interactive process, as described below, to determine how the Student's disability might affect his participation in the program and what academic adjustments or auxiliary aids and services might overcome barriers to his participation caused by his disability. The letter will advise the Student that the University may require the Student to provide updated, reasonable documentation of his disability as part of the interactive process.
2. Should the Student choose not to re-enroll and complete the Program, the University will reimburse him for all expenses for which he has not already been reimbursed that he paid for any courses in which he was enrolled at the University [redacted content], including tuition he paid out-of-pocket or through loans, as well as University-required books and fees. To receive reimbursement, the Student will provide the University with documentation of all such expenses.
3. Should the Student notify the University that he wishes to re-enroll and complete the Program, and that he is requesting academic adjustments and/or auxiliary aids/services (collectively referenced below as "accommodations") related to his disability, the University will engage in an interactive process with the Student, as outlined below:

- a. Determine whether the University needs additional documentation, beyond that which the Student has already provided the University, to respond to the Student's requests for accommodations. The University may request that the Student provide reasonable documentation prepared by a qualified professional of the existence of a current disability (a mental or physical impairment that substantially limits one or more major life activities), as well as information sufficient to assist the Student and the University in identifying appropriate accommodations for the Student. If the University determines that the documentation that the Student submits is inadequate, the University will notify the Student in a timely manner why it believes the documentation is inadequate and what additional documentation is needed to support the existence of a disability and/or the requested services; and
  - b. Engage in an interactive process with the Student himself to clarify the functional effects of the Student's disability in relation to the barriers to his participation [redacted content] and the nature and effectiveness of possible services to determine appropriate accommodations. The University will not require information unrelated to the disability for which an accommodation is being sought.
4. The University is not required to provide services that would fundamentally alter the nature of the course or lower or waive essential course requirements, result in undue financial or administrative burdens, or amount to personal services not required by Section 504/Title II. However, before determining that the University may refuse any of the Student's requested accommodations on that basis, it must first engage in a deliberative process, as set forth below:
  - a. Convene a committee comprised of persons knowledgeable about the Student's disability, including the University's disability services personnel and/or 504 Coordinator, as well as staff who are knowledgeable about [redacted content], such as the Program director, to engage in a careful, thoughtful deliberation of: the course requirements at issue; whether such requirements are essential; the feasibility, cost, and effect on the course of the requested academic adjustments; and any available alternatives. The committee chair, only after engaging in such a deliberative process, will reach a rationally justifiable conclusion as to whether the requested academic adjustment would fundamentally alter the course, lower essential academic standards, result in undue financial or administrative burdens, or amount to personal services not required by Section 504/Title II; and
  - b. Document the conclusions reached and reasons supporting those conclusions and maintain copies of such decisions on file.
5. The University will deny the Student's requested academic adjustments only if, after engaging in the above-referenced deliberative process, it determines that the academic adjustments will fundamentally alter the course, lower or waive essential academic standards, result in undue financial or administrative burdens, or amount to personal

services not required by Section 504/Title II. The University will send any denial decision in writing to the Student and will include an explanation of the reasons for that determination and the Student's right to appeal the determination through the University's disability grievance procedures, as well as to notify the Student that he has the option to either withdraw from the course or to proceed in the course without the requested academic adjustments.

**B. Individual Remedies - Reporting Timeframes and Requirements:** The University will provide OCR with the following information:

1. By October 31, 2023, the University will submit to OCR a copy of the letter the University sent to the Student to document its implementation of Item A.1 above.
2. By November 30, 2023, the University will provide OCR with information documenting the Student's choice of remedy pursuant to Item A.2 and Item A.3 of the Agreement.
  - a. If the Student selected re-enrollment pursuant to Item A.1 and A.3 of the Agreement, the University will also provide OCR with information documenting that the Student was not charged for tuition, textbooks, supplies, and any fees. In addition, the University will provide OCR with information documenting its meeting with the Student pursuant to Item A.3 of the Agreement, as well as documentation of any disability-related academic adjustments and/or auxiliary aids and services provided to the Student.
  - b. If the Student selected reimbursement pursuant to Item A.2 of the Agreement, the University will also provide information documenting the reimbursement, such as a copy of the check mailed to the Student and an itemized list of the expenses reimbursed to the Student, as well as the bases for those expenses.
3. By January 12, 2024, the University will provide OCR with copies of any documentation related to any denial of requested accommodations that the Student requested. This includes a notification letter to the Student explaining the denial and bases for the denial, including any supporting documentation; as well as any grievance or appeal that the Student filed as a result of the denial; and any documentation related to the outcome of any grievance or appeal the Student filed. In addition, if the Student chose to withdraw from the program as a result of the University's denial of any requested accommodations, the University will provide OCR with documentation of reimbursement to the Student for any expenses incurred, in accordance with reporting requirement B.2.b.

### **Item C. Procedural Remedies**

1. The University will draft and submit to OCR for its review and approval a procedure to ensure that the University engages in an appropriate deliberative process when determining whether a student request for disability-related academic adjustments, auxiliary aids and services and/or other accommodations (collectively referred to below as "accommodations") would result in a fundamental alteration of a University course or program. The procedure will:

- a. Require that the decision be made on a case-by-case basis considering the specific disability-related accommodations requested by the student for the course/program at issue;
  - b. Require that a decision to deny an accommodation be made only after consultation with a group of individuals (referred to for purposes of this agreement as “the Group”), which shall include Disability Resource Center (DRC) staff, pertinent staff, or faculty, who are trained, experienced, and/or knowledgeable about the course or program in question; and may include academic administrators such as a department chair or program coordinator, when appropriate;
  - c. Provide that a disability-related request for accommodations will only be denied if, after a thoughtful Group deliberation that includes a review of the specific student’s requests and needs, program/course requirements and available options and alternatives, the University makes an academic determination that granting the requested accommodation would lower essential academic standards, fundamentally or substantially modify the course or academic program in question, constitute the provision of personal services, pose an undue burden for the University, or is otherwise not required by Section 504 or Title II. The decisions and the reasons supporting them will be documented by DRC, and provided in writing to the student;
  - d. Provide that should a disability-related request for accommodation be denied because it would result in a fundamental alteration, that the University will engage in an interactive process with the student to determine what, if any alternative accommodations that do not constitute a fundamental alteration may be provided to effectively address the student’s disability-related needs; and
  - e. Require that the determination of whether a student accommodation request constitutes a fundamental alteration be made in a timely manner, to allow the student sufficient time to obtain alternative accommodations. Students will be encouraged to submit their requests in a timely manner to ensure adequate time for DRC to develop their accommodations through the interactive process prior to the conclusion of the course add-drop period.
2. The University will formally adopt the procedure, publish the procedure on the University’s website and in all relevant electronic and printed publications, and electronically or otherwise disseminate the procedure to relevant University community members, including the University’s DRC staff and all students registered with DRC as students with disabilities.
3. The University will provide training by a knowledgeable individual to its DRC staff regarding the University’s revised procedure referenced in Item #1 above. At a minimum, the training will cover:

- a. who must be included in the Group tasked with determining whether a requested accommodation is a fundamental alteration (e.g., persons knowledgeable about the student's disability [DRC staff], and about the program, e.g., faculty, instructional staff, academic staff and/or department chairs);
- b. the case-by-case deliberation to be conducted concerning: the program/course requirements at issue; whether such requirements are essential; the feasibility, cost, and effect on the program of the requested accommodation; and any alternatives;
- c. a clarification that the decision about whether a particular student accommodation constitutes a fundamental alteration in a particular course or program must be made on a case-by-case basis and cannot be predetermined; and
- d. best practices for documenting the determination and the rationale for the determination and notifying the student.

**Item D. Procedural Remedies – Reporting Timeframes and Requirements:** The University will provide OCR with the following information:

1. Within **60 calendar days** of signing this Agreement, the University will provide OCR with a draft of the procedure referenced in Item C.1 above.
2. Within **60 calendar days** of OCR's approval of the procedure referenced in Item C.1 above, the University will provide OCR with documentation of its implementation of Item C.2 above, including a link to where the new procedure is posted on the University's website, a list of all relevant printed and electronic publications in which the new procedure appears, and documentation that it notified University community members, including DRC staff and students registered with DRC about the new procedure.
3. Within **60 calendar days** of OCR's approval of the procedure referenced in Item C.1 above, the University agrees to provide training to its DRC staff regarding the University's revised procedure, as required in Item C.2 above.
4. Within **15 calendar days** of the training in Item C.2 taking place, the University will provide OCR with:
  - a. the date(s), time(s), and location(s) when the University's training was held;
  - b. the name, title, and qualifications of the person providing the training;
  - c. a copy of the sign-in sheet for attendees that lists the name and title of each attendee;
  - d. a copy of the training agenda;
  - e. and a copy of any training materials distributed during the training.

## **General Requirements**

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 the 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 and obligations of the Agreement. Upon the University's satisfaction of the terms and obligations of 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 applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and 60 calendar days to cure the alleged breach.

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

/s/ \_\_\_\_\_  
President or Designee

09/29/2023  
\_\_\_\_\_  
Date