

RESOLUTION AGREEMENT

Pace University

OCR Case Number 02-25-2603

Pace University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve the allegations investigated in Office for Civil Rights (OCR) Case Number 02-25-2603. This Agreement does not constitute an admission by the University of wrongdoing or liability or a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), or any other law enforced by OCR.

Action Item 1 – Training

1. The University will provide Section 504 training for all Coordinators in its [redacted content]. Training will include and not be limited to:
 - a. the University's obligation to provide equal access to students with disabilities, not to exclude them from participation, and to make reasonable modifications to its policies and procedures in any program or activity, including for elementary and secondary students such as [redacted content];
 - b. Section 504's prohibition on making decisions regarding students' participation in programs and activities based on disability-related assumptions or stereotypes;
 - c. Information regarding the academic and social support of high school students with Autism Spectrum Disorder provided by staff in the University's Ongoing Academic Social Instructional Support (OASIS) program; and
 - d. the name(s) and contact information of the University's Section 504 Coordinator and Student Accessibility Services staff who can be contacted for guidance regarding the University's nondiscrimination obligations if needed.

Reporting Requirements:

- a. Within 30 days of the signing of this Agreement, the University will provide to OCR for review and approval draft training materials; and the name(s), title(s)/position(s), and qualifications of the trainers who will provide the training under Action Item 1.
- b. Within 30 calendar days of receiving OCR's final approval of the training materials and trainer(s), the University will ensure that staff are trained and will submit to OCR: (i) the date, time, and location of the training; and (ii) the names and titles/positions of staff who attended the training.

Action Item 2 – Policies and Procedures

1. The University will develop and implement, or review and where appropriate, revise, its policies and procedures governing the [redacted content] to ensure nondiscrimination on the basis of disability in the [redacted content]. At a minimum, the University will state in its policies and procedures that it will not discriminate against students on the basis of disability who participate or seek to participate in the [redacted content] program and that it will provide equal access.
2. The University will provide written notice to students participating in the [redacted content] and their parents or guardians that it does not discriminate based on disability regarding students' participation in the [redacted content] and the benefits and opportunities provided by the University as part of the [redacted content].

Reporting Requirements:

- a. Within 30 calendar days of signing the Agreement, the University will provide a draft of proposed revisions to its [redacted content] policies and procedures or a draft of new policies and procedures for OCR's review and approval pursuant to the requirements in Action Item 2.
- b. Within 30 calendar days of receiving OCR's final approval of the revised policies and procedures, the University will submit to OCR documentation which demonstrates the University has: (i) formally adopted the revised policies and procedures, and (ii) disseminated the revised policies and procedures to University [redacted content] staff and posted them on its website; and (iii) provided written notice to participating [redacted content] students and their parents or guardians that the University does not discriminate based on disability as provided in Action Item 2, Provision 2.

Action Item 3 – Individual Remedies

1. The University will inform the Student and the Complainant in writing that the Student is invited to join the [redacted content] for the [redacted content] school year, with equal opportunity to participate as [redacted content] School students and without limitation.
2. The University will offer in writing to reimburse the Complainant for out-of-pocket travel costs arising from the use of public transportation and/or personal vehicles for the Student to travel to and from [redacted content] school year. The University may condition its reimbursement on the Complainant identifying the actual travel cost the Student incurred to attend the [redacted content] program during the [redacted content] school year and the dates in which the Student incurred that cost. The University will provide the reimbursement unless the Complainant declines the University's offer, fails to respond within 30 days, or fails to provide the requested information within 30 days.

Reporting Requirements:

- a. Within 30 calendar days of signing this Agreement, the University will provide OCR a draft of the letter referenced in Action Item 3 for review and approval.
- b. Within 30 calendar days of OCR's approval of the letter, the University will provide OCR documentation that it sent the letter to the Complainant and the Student.
- c. Within 60 days of the University presenting its reimbursement offer to Complainant, the University will provide documentation that it reimbursed the Complainant for out-of-pocket travel costs as outlined in Action Item 3 above or that the Complainant declined the offer, failed to respond within 30 days, or did not identify the Student's travel costs and dates with which it was incurred within 30 days of the offer.

By signing this Agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. 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 this Agreement.

Upon the University's satisfaction of the commitments made under this Agreement, OCR will close the case.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this 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 60 calendar days to cure the alleged breach.

By: /s/

Date: 6/29/2026

Marvin Krislov, President

Pace University