

Resolution Agreement

Whittier Law School

Case No. 09-14-2407

In order to resolve the issues in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR) and ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), and their implementing regulations, and without admitting any violations of federal law, Whittier Law School (the Law School) agrees to take the following actions.

I. Policies and Procedures for Disputes Regarding the Provision of Academic Adjustments and Auxiliary Aids

- A. The Law School will revise all policies that reference the process for the provision of academic adjustments or auxiliary aides (hereafter accommodations) to students with disabilities to clarify and reflect the following:
 - 1. If the Law School denies or proposes a modification of a student's request for an accommodation, the Law School must provide the student with written notice of the denial or modification, the reasons for the denial or modification and the student's right to appeal through the Law School's discrimination grievance process.
 - 2. Where there is a dispute or disagreement regarding the provision of an accommodation that cannot be promptly resolved informally by the Law School, the student may file a complaint through the Law School's discrimination grievance procedures.
 - 3. Pending the resolution of any questions or disputes regarding an accommodation, the accommodation will be provided.
- B. The Law School's catalog regarding accommodations will be revised to state that disputes regarding the provision of accommodations will be resolved using the Law School's discrimination grievance procedure. The Law School will also revise its student handbook, faculty handbook, class schedule, website, and any other publications or web pages describing services for students with disabilities.
- C. The Law School will revise its policies and procedures to eliminate the requirement that exam accommodation requests must be made at least six weeks prior to the first day of the start of the exam period. The Law School may request that students make requests six weeks in advance but it must also notify students that if they submit accommodation requests less than two weeks prior to an exam, the Law School will do its best to accommodate the request, but this *may* result in denial of there is insufficient time to gather the appropriate documentation or to implement a unique accommodation.

- D. By August 15, 2015, the Law School will provide OCR with a draft of its procedure for resolving accommodations disputes as described above, as well as a plan for notifying relevant staff and revising the Law School's relevant policies and practices, as well as any other steps the Law School determines are necessary. After OCR's review and approval, the Law School will implement the procedure and plan, and provide OCR with documentation of the publication of the revisions to its policies and procedures, and any other significant steps described in the plan, within 20 days of the completion of each such item.

II. Student

- A. The Law School will offer the Student the option to retake the final exam for each course he took in the spring of 2014 that had a timed final exam and in which he was provided time and one quarter. The Student will be provided time and one-half for all such exams he chooses to retake, and he will retake the exams at the Law School. The Law School will provide the Student with tutoring review for each exam he chooses to retake. The details regarding the timing and procedure for re-taking the exams, as well as for the tutoring, are set forth in an Addendum to this agreement. Each exam that the Student retakes will be graded anonymously.
- B. As of the date of the execution of this agreement, the Student has stated that he desires to re-take his examinations in Criminal Law, Real Property, Contracts and Torts.
- C. After re-taking his exams, the Student's score on the exams shall be given the weight those scores were given by the professor when the Student first took the course and a final grade for those classes will be computed after combining them with the first semester scores. Once those final grades are determined, the Student's cumulative grade point average (GPA) for the entire first year of study will be calculated by including his final grades from Civil Procedure and Legal Writing that he earned during the 2013-14 academic year. If the Student's cumulative GPA is 2.50 or above, the Law School will allow the Student to re-enroll as a second year student for the 2015-16 academic year and he will be charged no tuition for that year.
- D. If the Student earns a cumulative GPA of 2.40-2.49, the Law School will allow the Student to petition for reinstatement based on the grounds applicable to all Law School students. If the Student petitions for reinstatement and is reinstated, the Law School will allow the Student to re-enroll as a second year student for the 2015-16 academic year and he will be charged no tuition for that year. None of the members of the committee reviewing the petition will be informed or will otherwise know of this complaint with OCR, or that the Law School has agreed to provide a tuition-free year of study if he is reinstated.
- E. If the Student earns a cumulative GPA below 2.40, the Law School may inform the Student of this result, and that he will not be offered readmission or the opportunity to petition for reinstatement.

- F. Within 15 days of the last exam the Student elects to retake, the Law School will provide OCR with documentation that it has notified the Student of the results of his exams, and his cumulative GPA.
1. If the Student earned a cumulative GPA of 2.50 or above, per provision II.C, the Law School will also provide OCR with documentation that it has offered to re-enroll the Student as a second year student for the 2015-16 academic year and that said year will be tuition-free.
 2. If the Student earned a cumulative GPA of 2.40-2.49, the Law School will provide OCR with documentation that it has notified the Student of the reinstatement process, and his option to petition for reinstatement. If the Student does petition the Law School for reinstatement, the Law School will provide OCR with documentation of each main step in the process, within 10 days of the completion of each such step. This will include documentation of the Law School's decision as to whether to reinstate the Student, and the basis for the decision. If the Student is reinstated, within 10 days of this decision, the Law School will provide OCR with documentation that it has offered to provide the Student with a tuition-free year of study for the 2015-16 academic year.
- G. If the Student returns to the Law School, either based on a cumulative GPA of 2.5 or above, or through the reinstatement process, the Law School will, through an interactive process, work with the Student to determine appropriate disability accommodations for the Student at the Law School prior to the beginning of the semester in which he re-enrolls.
- H. By November 1, 2015, the Law School will provide OCR with documentation of its efforts to engage in an interactive process with the Student to determine appropriate accommodations for him. If the process is not complete as of this date, the Law School will provide OCR with additional documentation of the process, within 20 days of its completion.

III. Monitoring

The Law School understands that OCR will not close the monitoring of this agreement until OCR determines the Law School has fulfilled the terms of this agreement and is in compliance with the regulation implementing Section 504 as amended, 29 U.S.C. § 794 at Part 104, which was at issue in this case.

The Law School 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 Law School understands that during the monitoring of this agreement, if necessary, OCR may visit the Law School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Law School has fulfilled the terms of this agreement and is in compliance with the implementing regulations which were at issue in this case.

The Law School 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 Law School written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

_____/s/_____
[Authorized Representative]

_____06/10/2015_____
Date