

## **RESOLUTION AGREEMENT**

### **Kean University Case No. 02-19-2067**

In order to resolve Case No. 02-19-2067, Kean University (the University) assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 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 (the ADA), 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35.

#### **Action Item 1: Investigation of Complainant's Allegation**

By August 30, 2019, the University will ensure that an investigation is completed regarding the complainant's allegation, filed with the University on XXXXXXXX XX, XXXX, that his clinical instructor and the University's clinical director subjected him to harassment and/or discrimination because of his disability regarding his clinical placement during the summer 2018 semester. Within five days of the execution of this resolution agreement, the University will notify the complainant of the investigation in writing; and, provide him with the opportunity to submit, within 30 calendar days, any evidence and identify any witnesses. The University will ensure that all relevant witnesses are interviewed and all relevant evidence is collected. If the University is unable to secure the cooperation of the clinic and/or clinical instructor, the University will officially sever its relationship with the clinic's branch site in XXXXXXXX, XXX XXXX; investigate the complainant's allegation to the extent possible; and, as appropriate, take actions reasonably calculated to prevent the recurrence of any harassment and its effects on the complainant, and implement any appropriate remedy.

**Reporting Requirement:** By September 15, 2019, the University will provide to OCR documentation of the investigation and all actions it took in response to the complainant's allegations, in accordance with Action Item 1 above; including but not limited to, all correspondence, evidence collected, witness statements, written findings and determinations, and remedial action taken on behalf of the complainant, if any.

#### **Action Item 2: Training**

By October 31, 2019, the University will provide training to all University administrators and staff members who are responsible for receiving complaints of discrimination or harassment, as well as those responsible for overseeing the clinical program in the University's School of Physical Therapy (the School) including through site visits and other administrative functions. The training may be conducted online. The training will cover, at a minimum: the University's grievance procedures with respect to complaints of disability-based discrimination/harassment; the University's responsibilities under Section 504 to address such complaints; and, the relevant resources available. During the training, the University will provide copies of its grievance procedures to all attendees or refer them to their location within the publications they already possess; and, inform attendees of the name, title, and contact information for the individual(s) at the University who are designated to receive complaints of disability-based discrimination/harassment.

**Reporting Requirement:** By November 15, 2019, the University will provide documentation to OCR demonstrating that it provided training in accordance with Action Item 2 above. The documentation will include, at a minimum, the name(s) and credentials of the trainer(s); the date(s) and time(s) of the training(s); the names and positions/titles of staff in attendance; confirmation of whether all relevant employees have been trained (and if not, how many remain); and, copies of any training materials distributed.

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 and obligations of the resolution agreement. Upon the University's satisfaction of the commitments made under the resolution agreement, OCR will close this case.

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

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

June 27, 2019

\_\_\_\_\_  
Date

/s/

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Audrey Kelly, Chief of Staff  
Kean University