

**Voluntary Resolution Agreement  
Coppin State University  
OCR # 03-22-2018**

The U.S. Department of Education, Office for Civil Rights (OCR), and Coppin State University (University) enter into this Agreement to resolve the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. Prior to the completion of OCR's investigation, the University agreed to resolve this complaint pursuant to Section 302 of OCR's Case Processing Manual. 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 (Section 504), 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 (Title II), 42 U.S.C. §12132, and its implementing regulation, at 28 C.F.R. Part 35.

**Action Step 1**

By March 1, 2023, the University will send a memorandum to all faculty and administrators, who are involved in the provision and delivery of academic adjustments to students with disabilities, reminding them of their obligations to provide academic adjustments in accordance with the applicable Section 504 and Title II regulations. Specifically, this memorandum will remind them of their responsibility to implement the approved academic adjustments in a manner that is consistent with a student's approved accommodations. This memorandum will also state that in instances where it is determined that a student does not receive his or her approved academic adjustments, instructional staff and disability services personnel will work together with the student to identify an appropriate remedy.

**Reporting Requirement**

By March 15, 2023, the University will submit evidence of the date and method of the distribution of the memo required by Action Step 1, including a list of the persons who received it, by name and title.

**Action Step 2**

By March 1, 2023, the University will convene a meeting between Instructor 3, a representative of the Disability Support Services Program (DSSP), and any other administrators the University deems appropriate to discuss Instructor 3's obligations under Section 504 and Title II. The discussion will also include review of the memo required by Action Item 1. The University will convene a similar meeting with Instructor 1.

**Reporting Requirement:**

By March 15, 2023, the University will provide OCR with a list of the persons who attended each meeting described in Action Step 2, as well as a written description of what occurred at each meeting.

**Action Step 3**

By March 1, 2023, the University will provide training to all Faculty on how appropriately utilize the University's Adobe Document Management System specifically with regard to timeliness and

implementation matters from the University's Office of Disability Services. Please note that this training can be provided to Faculty via an on-line training system.

### **Reporting Requirement**

By March 15, 2023, the District will provide to OCR a report describing the training, including the date, trainer, sign in sheets reflecting the employee names and titles, and copies of the materials used in the training.

### **Action Step 4**

By March 1, 2023, the University will send the Complainant a letter by certified mail, offering her reimbursement for tuition and related costs for the XXXXXX course, or alternatively, the opportunity to retake the Biology 201 course at no cost to the Complainant. If the Complainant does not respond within 30 days of the University's letter, the University will have no further obligations under this provision. If the Complainant accepts the University's offer for tuition reimbursement, the University will provide reimbursement within 45 days of the Complainant's acceptance. If the Complainant accepts the University's offer to retake XXXXXXX, the Complainant will have until December 31, 2023 to complete the XXXXXXX course. During the administration of the XXXXXXX course, the Complainant will receive her approved academic adjustments. Upon the completion of the XXXXX XXX course, the University will replace the Complainant's previous grade for the course, if it is higher than the prior course grade.

### **Reporting Requirements**

- i. By March 15, 2023, the University will submit to OCR a copy of the letter sent to the Complainant concerning retaking XXXXXXX.
- ii. By February 8, 2024, the University will submit documentation sufficient to show:
  - a. The Complainant's response to its offer to reimburse the Complainant or for her to retake XXXXXXX;
  - b. If applicable:
    - i. Documentation of tuition reimbursement; or
    - ii. The Complainant's final grade in the XXXXXXX course;
    - iii. Any grade adjustment on the Complainant's transcript; and
    - iv. That the Complainant's received her approved academic adjustments for the retaking of the XXXXXXX course,

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

The University understands that OCR will not close the monitoring of the agreement until such time as OCR determines that the University is in compliance with the terms of the agreement and with Section 504 and its implementing regulations at 34 C.F.R. Part 104, and Title II and its implementing regulation at 28 C.F.R. Part 35, which were at issue in this complaint.

The University understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings in the event of breach. Before initiating such proceedings (34 C.F.R. §§ 100.9, 100.10), OCR will give the University written notice of the alleged breach and 60 calendar days to cure the alleged breach.

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

/s/

\_\_\_\_\_  
President or designee  
Coppin State University

2/2/2023

\_\_\_\_\_  
Date