

**Resolution Agreement**  
**05-14-2481**  
**Ashford University**

This Resolution Agreement is entered into by Ashford University (University) to resolve the above-referenced complaint filed against the University alleging noncompliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104.

The University is voluntarily entering into this Agreement to resolve the compliance concerns identified by OCR during the course of OCR's investigation of the referenced complaint, and to ensure the University's compliance, as to the issues raised in the referenced complaint, with the regulation implementing Section 504 at 34 C.F.R. §§ 104.7, which was at issue in this case. This Agreement is not to be construed as an admission of liability or wrongdoing by or on behalf of the University, or any other party identified in interest with the University.

**Student Dispute Resolution procedures**

The University shall review and revise its student dispute resolution procedures designed to redress internal complaints of disability discrimination prohibited by Section 504 to the extent necessary to ensure that each complaint filed results in a prompt, equitable resolution of the allegation(s) raised. Such revisions shall specifically include, but not necessarily be limited to:

1. a mechanism to ensure that a deliberation panel is available at all times to review and complete deliberations upon any investigative findings stemming from a grievance within 15 days after the investigative report is submitted, absent extraordinary circumstances that preclude a panel from being convened during that period. In such cases, the reasons for the failure to convene a panel within the prescribed time frames shall be thoroughly documented. Routine bases for absence like vacations taken by a panelist or panelists shall not justify a failure on the University's part to timely convene a deliberation panel where other potential panelists are available to perform their duties as panelists in a timely fashion.
2. A statement that all investigations of complaints alleging disability discrimination shall be adequate, reliable and impartial. To that end, the revised procedures shall specifically require that all relevant witnesses identified by the complainant and, if different, all witnesses likely to have knowledge (whether adverse to the University's interests or not) relevant to the allegation raised be interviewed as part of the investigation, unless such witness(es) is/are unavailable for reasons beyond the University's control, in which case the University's attempts to contact such witness(es) shall be thoroughly documented, along with any reasons for the lack of success of such attempts. The revised procedures shall similarly require that all evidence submitted or identified by the complainant be duly considered by the investigator and the deliberation panel, along with any relevant evidence identified by the investigator or other University staff during the course of the investigation.

3. A statement that at any time, a prospective complainant may proceed directly to the formal discrimination grievance process (Step 3), notwithstanding the existence of any informal dispute resolution mechanisms that the University may also offer. This provision should not be construed to prohibit the use of such informal dispute resolution mechanisms (except in cases involving sexual violence), provided students are made aware that pursuing a formal discrimination complaint may not be conditioned upon their first participating in such informal resolution processes.
4. By May 1, 2015, the University will provide training on the revised student dispute resolution procedures to all staff charged with processing complaints in any way, including but not necessarily limited to referral to the complaint process, intake, coordination of complaints, investigation of complaints, deliberation upon complaints, notification of the deliberative panel's decision, and appeals.

#### REPORTING REQUIREMENT:

By May 15, 2015, the University will provide documentation that it has complied with the items listed above under the heading "Student Dispute Resolution Procedures." Such documentation shall include any revised procedures developed pursuant to items 1, 2 and 3, and any training documents developed and used pursuant to item 4. Item 4 shall also require the University to identify all staff required by item 4 to undergo training regarding the revised student dispute resolution procedures, and to document their completion of such training (whether in person, through an online training module, or through other means).

By signing this Agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the University understands that during the monitoring of this agreement, if necessary, OCR may visit the University, interview employees and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. § 104.7.

The University understands that OCR will not close the monitoring of this agreement until OCR determines that the University has fulfilled the terms of this agreement and is in compliance with the regulation implementing Section 504 at 34 C.F.R. §§ 104.7, which was at issue in this case.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce this Agreement in accordance with all applicable laws and regulations. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10, incorporated by reference at 34 C.F.R. § 104.61 ) or judicial proceedings to enforce this Agreement, OCR must give the University written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

This Agreement constitutes the complete agreement between the University and OCR. The parties to this Agreement have not relied on any promise, representation, statement, or inducement that is not expressly stated in this Agreement. No changes or additions to this

Agreement are valid unless they are in writing and signed by both parties. A copy of this document will have the same legal effect as the original.

\_\_\_\_\_/s/\_\_\_\_\_  
For the University                      Date