



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

1999 BRYAN ST., SUITE 1620  
DALLAS, TX 75201-6810

REGION VI  
ARKANSAS  
LOUISIANA  
MISSISSIPPI  
TEXAS

## **RESOLUTION AGREEMENT**

### **Culinary Institute LeNotre Complaint Number 06-16-4031**

#### **GENERAL TERMS**

OCR and the Culinary Institute LeNotre (CIL, Recipient) enter into this agreement to resolve the allegation in the above-referenced complaints. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by CIL. CIL assures the U. S. Department of Education, Office for Civil Rights, (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., together with all cross referenced regulations, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance.

Prior to the completion of OCR's investigation, CIL agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this investigation, the CIL agrees to take the following actions.

#### **TRAINING**

##### **ACTION ITEMS 1**

By November 15, 2019, the CIL will conduct training for all staff members that work with students in connection with the CIL's practicum programs. The training will address Section 504's prohibition against discrimination on the basis of disability pursuant to 34 C.F.R. 104.43. The training shall, at a minimum:

- a. Include an overview of the requirements of Section 504;
- b. State that all employees are prohibited from engaging in conduct constituting discrimination against students on the basis of disability;
- c. Address CIL's obligation to not exclude persons based on disability from participation in, or deny the benefits or otherwise be subjected to discrimination in any CIL course, course of study, program or activity; and
- d. Clarify that these requirements apply to all academic programs at CIL, including practicum and internship programs.

*The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.*

## **REPORTING REQUIREMENT 1**

By November 15, 2019, CIL will provide OCR with documentation demonstrating that it has timely completed Action Item 1. Specifically, CIL will provide to OCR:

- a. a sign-in sheet bearing the names of all individuals who attended the training session(s), and the date(s) and time(s) the training session(s) occurred,
- b. the name(s) of the individual(s) who conducted the training session(s) and a description of their qualifications for conducting this training; and
- c. copies of all materials utilized (e.g. PowerPoint slides, scripts) and disseminated (e.g. handouts) at the training session(s).

## **POLICIES AND PROCEDURES**

### **ACTION ITEMS 2**

By November 15, 2019, the CIL will conduct a review of all informational materials, application forms, internal policies, protocols, and admission criteria relevant to practicum programs utilized during the 2018-2019 school year (“documents”) to identify any instances where any physical, mental, or psychological requirements are included as participation criteria for such programs (“requirements”). Where such requirements are identified, CIL will examine the documents to determine whether the requirements comply with 34 C.F.R. 104.43. If CIL identifies any requirements that are not in compliance, CIL will make all necessary modifications to the documents to ensure compliance.

### **REPORTING REQUIREMENT 2**

By November 15, 2019, the CIL will provide to OCR:

- a. The names, titles, credentials and contact information for the staff member(s) responsible for conducting the review described in Action Item 2.
- b. A copy of all documents reviewed pursuant to Action Item 2.
- c. Copies of all revised documents, if any, pursuant to Action Item 2.
- d. For any document which retains physical, mental, or psychological requirements in its participation criteria at the conclusion of CIL’s review process, a written statement explaining why such requirements are essential to the program of instruction, and any relevant supporting documentation.

## **EXECUTION**

The CIL understands that by signing this Agreement, it agrees to provide the foregoing

information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the CIL understands that during the monitoring of this Agreement, if necessary, OCR may visit the CIL, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the CIL has fulfilled the terms of this Agreement and is in compliance with Section 504, and their implementing regulations. Upon completion of the obligations under this Agreement, OCR will close and dismiss this case.

The CIL 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. §§ 100.8-100.10, incorporated by reference at 34 C.F.R. § 104.61), or judicial proceedings to enforce this Agreement, OCR will give the CIL 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 CIL's representative below.

\_\_\_\_\_  
Title & Name of Culinary Institute LeNotre  
Authorized Official (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature