

## RESOLUTION AGREEMENT

### Colorado State University Case Number 08-16-2203

In order to resolve the open allegations in Case No. 08-16-2203, filed against Colorado State University (University) and opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR) pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504) 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. §§ 12131-65, and its implementing regulation at 28 C.F.R. part 35, the University agrees to take the actions outlined in this Resolution Agreement.

The University indicated its willingness to take steps necessary to continue and enhance its compliance with Section 504 and Title II. The Agreement requirements are aligned with the allegations and a mutually agreeable resolution that is consistent with Section 504's and Title II's regulatory requirements. The University's decision to enter into this agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

1. By January 9, 2017, the University will revise its notice of nondiscrimination in accordance with 34 C.F.R. § 104.8. The revised notice of nondiscrimination will include effective notice of the University's Section 504/Title II Coordinator, including at a minimum the employee's title and contact information, in accordance with 34 C.F.R. § 104.7(a) and 28 C.F.R. § 35.107. Additional guidance on notices of nondiscrimination can be found at <http://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html>.

**REPORTING REQUIREMENT:** By January 9, 2017, the University will provide OCR, for OCR'S approval, a copy of the revised notice of nondiscrimination.

2. The University will fully address any comments by OCR and will continue to modify its revised notice of nondiscrimination until it receives OCR approval. Within thirty (30) calendar days of OCR's approval of the revised notice of nondiscrimination, the University will take action to appropriately publish and disseminate the notice system-wide, using its standard methods for disseminating new information and procedures that impact the University's student population.

**REPORTING REQUIREMENT:** Within sixty (60) calendar days of OCR's approval of the revised notice of nondiscrimination, the University will provide OCR (1) a copy of the notice as officially adopted and published, and (2) documentation of its actions to publish the notice.

3. The University will provide the Complainant the option to re-take XXX and/or XXX, with (1) approved academic adjustments and auxiliary aids, and (2) an expungement of his previous grade and a replacement with the grade he receives upon re- take. Re-take shall be permitted in the Spring, Summer, or Fall 2017 semesters, and shall be at no cost

to Complainant. The Complainant shall inform the CIS Department Chair, in writing by January 9, 2017 which, if any, of XXX and/or XXX he will re-take. This Term 3 shall not apply if the Complainant (1) does not contact the University in writing by January 9, 2017, or (2) elects not to re-take either of these classes.

**REPORTING REQUIREMENT:** By January 31, 2017, the University will provide OCR with documentation that (1) Complainant has elected not to re-take any of these classes or has not contacted the University in writing by January 9, 2017; or (2) if Complainant has elected to re-take any of these classes, documentation that Complainant will be permitted to re-take such classes during their regularly scheduled semesters.

4. By December 31, 2016, the University will designate one single contact person for the Complainant to communicate with regarding his academic adjustments.

**REPORTING REQUIREMENT:** By December 31, 2016, the University will provide to OCR documentation of the name of the designated contact person.

5. Before the start of each of the Complainant's remaining semester(s), the contact person designated pursuant to Term 4 will meet, together with other support personnel deemed reasonable and necessary by the contact person, with the Complainant to discuss how the University can meet his reasonable accommodation needs in his remaining semester(s) and to agree on and approve any reasonable accommodations that will be implemented for that semester, including those reasonable accommodations shown at Addendum A, which the University has previously agreed to provide, when relevant to each of the Complainant's specific courses. The University will ensure that the Complainant receives his approved accommodations for each of his remaining semester(s).
  - a. If a dispute arises between Complainant and University regarding the reasonableness of accommodations, Complainant must first seek a resolution directly with the University. If a resolution cannot be reached, OCR may be contacted for its assessment of information provided by both parties regarding the reasonableness of accommodations and compliance with this agreement.<sup>1</sup>
  - b. Either the University or the Complainant may request to revisit the accommodations through the interactive process at any time.
  - c. As all students are, Complainant is obligated to adhere to the Student Conduct Code and also policies and procedures set by the University's offices of Resources for Disabled Students, Assistive Technology Resource Center and Office of Equal Opportunity, including those related to notice of requests for accommodations and student rights, responsibilities, and expectations.

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<sup>1</sup> Ultimately, as set forth below, OCR will determine whether the University has fulfilled the terms of this Agreement and is in compliance Section 504 and its implementing regulation 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 case.

**REPORTING REQUIREMENTS:** Within 15 calendar days of the start of Complainant's remaining semester(s), the University will provide to OCR documentation of the date and time of the meeting between the Complainant and the designated contact person and a summary of the discussion, including a list of accommodations and expectations of both the University and of Complainant; or alternatively, a statement indicating that the Complainant declined the meeting.

At the completion of each of the Complainant's remaining semester(s), the University will provide a report to OCR summarizing the accommodations provided to the Complainant, the efficacy of those accommodations, and a list of the Complainant's grades for the semester.

The University understands that by signing this Agreement, it agrees to provide data and other information responsive to specific reporting requirements set forth in this Agreement in a timely manner. Further, the University understands that during the monitoring of this 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 this Agreement and is in compliance Section 504 and its implementing regulation at 34 C.F.R. part 104 and Title II and its implementing regulation at 28 C.F.R. part 35.

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 Section 504 and its implementing regulation 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 case

The University 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 the Agreement, OCR shall give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/

\_\_\_\_\_  
For Colorado State University  
Name: XXX  
Title: XXX

\_\_\_\_\_  
Date: 12/16/16

## **Addendum A**

When relevant to each of Complainant's specific courses, the following accommodations, deemed reasonable by the University,<sup>2</sup> have been and will continue to be provided to Complainant.

X – Provisions Redacted - X

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<sup>2</sup> OCR has not made any factual or legal findings with regard to the reasonableness of these accommodations.