

## RESOLUTION AGREEMENT

### Grand Canyon University 08-20-2110

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Grand Canyon University (University) enter into this agreement (Agreement) to resolve the allegations in the above referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. 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), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance.

- A. Complainant.** The University will expunge from the Complainant's records, including her transcript, the grade she received in the XX course.

**Reporting Requirement:** Within thirty (30) days of signing this Agreement, the University will provide OCR with documentation that demonstrates the University complied with the requirement set forth in Paragraph A.

- B. Policies and Procedures.** The University will create a protocol to ensure the following:
- a) The University will make academic adjustments, or modifications, to its academic requirements as necessary to ensure that the requirements do not discriminate or have the effect of discriminating on the basis of disability against qualified individuals with disabilities;
  - b) The University's process for approving and implementing the appropriate academic adjustment(s) is determined based on the student's disability and individual needs<sup>1</sup>; and,
  - c) The University will work with the requesting student in an interactive process to identify appropriate academic adjustments, including when the student notifies the University that the academic adjustment is not meeting their needs.

**Reporting Requirement:** No later than August 30, 2020, the University will submit to OCR for its review and approval the protocol, drafted consistent with Paragraph B.

- C. Adoption and Notice.** Upon OCR's approval of the protocol, the University will: a) adopt and implement the protocol, and b) provide all staff within the Disability Services Office/Student Disability Services written notice regarding the protocol and its implementation. The University, at a minimum, will make this notification through

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<sup>1</sup> Academic adjustments must be based on the student's disability and individual needs, therefore blanket policies that are generally applicable should not inhibit the University's ability to provide individualized academic adjustments. For example, a generally applicable policy providing for a maximum two-week or 14-day time extension must not inhibit the University from providing more or less time, as deemed appropriate through the interactive process required pursuant to Section 504.

written correspondence and/or email. The University will also notify: a) all faculty within the Master of Arts in XX degree program, and b) staff designated as student services counselors of the appropriate process for referring students to the Disability Services Office/Student Disability Services for informal resolution if a student is dissatisfied with their existing accommodations.

**Reporting Requirement:** Within thirty (30) days of OCR's approval of the protocol, the University will provide OCR with the following: a) a copy of the protocol, as officially adopted and disseminated to Disability Services staff; and, b) documentation that demonstrates the University provided notice pursuant to the requirements within Paragraph C.

**D. Training.** Upon OCR's approval of the protocol, the University will develop and provide training to all staff within the Disability Services Office/Student Disability Services. The training, which may be provided by digital instruction, will address, but need not be limited to, the following:

- i. The requirements, pursuant to Section 504, regarding academic adjustments, including the request, approval/denial, and implementation thereof, and the interactive process;
- ii. The University's Section 504 Grievance Procedures as a mechanism for addressing a student's dissatisfaction with accommodations provided by the Disability Services Office/Student Disability Services;
- iii. The protocol drafted pursuant to Paragraph A;
- iv. An explanation of the University's prohibition against discrimination on the basis of disability and the prohibition against retaliation; and,
- v. Information regarding how to file a complaint of discrimination, both with the University and OCR.

**Reporting Requirement:** Within thirty (30) days of OCR's approval of the protocol, the University will provide to OCR the name(s) and credentials of the individual(s) who conducted the training; a list of individuals, by name and title, who attended the training; and a copy of any training materials (e.g., pamphlets, presentation materials, etc.).

The University 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 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 with Section 504 and its implementing regulations at 34 C.F.R part 104, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the 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/ \_\_\_\_\_  
Dr. Jennifer Lech, PhD  
Executive Vice President of Academic Affairs  
For Grand Canyon University

06/19/20 \_\_\_\_\_  
Date