

**Maricopa Community College District  
Resolution Agreement  
OCR Docket #08-22-2260**

In order to resolve the second and fourth allegations in Case Number 08-22-2260, filed against Maricopa Community College District (District) at Phoenix College (College A), the District voluntarily agrees to implement this Resolution Agreement (Agreement). This case was initiated pursuant to Section 504 of the Rehabilitation Act of 1973 (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. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and by public entities.

During the course of OCR's investigation of the complaint, before OCR had made any findings, the District indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II with regard to the second and fourth allegations. Pursuant to Section 302 of OCR's Case Processing Manual (CPM), a complaint allegation may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint allegation, OCR believes that doing so is appropriate, and the remedies align with the allegations.

The District's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

The District agrees to take the following:

- 1) Within 30 days of this Agreement, College A will send a written communication to the Complainant, stating that if she elects to re-enroll at College A, she can re-enroll in the human anatomy and physiology course (BIO 160) at no cost to the Complainant within three months of the date of this Agreement. The written communication also will state that, if the Complainant elects not to re-enroll at College A, she instead can request reimbursement of tuition for the summer 2022 BIO 160 course. Reimbursement will be returned to the original funding source (student or third party).

**Reporting Requirements for Item #1:** By May 31, 2023, the District will provide OCR with written documentation showing that the District has completed this item. Documentation will include:

- a) Copies of communications between College A and the Complainant regarding the offer to re-enroll in BIO 160 at College A at no cost within three months of the date of this Agreement or to reimburse her for BIO 160 from summer 2022 if she chooses not to re-enroll (including any responses from the Complainant); and
- b) Copies of the Complainant's registration for BIO 160 at no cost to her or of reimbursement for BIO 160 from summer 2022.

- 2) If the Complainant re-enrolls in BIO 160 as set forth in Section 1, within 10 days of the Complainant notifying the District that she will re-enroll, the director (Director) of Disability Resources and Services (DRS) at College A will meet with the Complainant (in person, virtual, or telephone) to discuss DRS process, the Complainant's approved academic adjustments when she was a student at College A, the interactive process, and other concerns of the Complainant related to the BIO 160 course she took in summer 2022 at College A. During the meeting, the Director will review the Complainant's documentation with the Complainant; review the Complainant's approved academic adjustments with the Complainant; and discuss how DRS can work with the Complainant to ensure equal access. Finally, the DRS director at Estrella Mountain Community College (College B) will conduct a review of any determinations made by the Director regarding academic adjustments or accommodations for the Complainant.

**Reporting Requirements for Item #2:** By June 15, 2023, the District will provide OCR with written documentation showing that the District has completed this item. Documentation will include:

- a) Copies of communications between the District and the Complainant regarding the scheduling of the meeting between the Director and the Complainant (including any responses from the Complainant);
  - b) A written summary of the meeting between the Director and the Complainant, including the topics discussed;
  - c) A written summary of any review conducted by the DRS director at College B;
  - d) Copies of communications from the District to the Complainant providing the Complainant with a copy of the written summary of the meeting in paragraph (b) above and a copy of the written summary described in paragraph (c) above (including any responses from the Complainant); and
  - e) If the District receives communication from the Complainant that the Complainant is not interested in meeting with the Director, the District will provide to OCR the supporting documentation demonstrating the Complainant refused the offer.
- 3) Within 60 days of this Agreement, the District will prepare a written memo summarizing a training it will provide to all DRS staff at College A and the District's counsel whom the District assigned to serve as the Complainant's principal point of contact on May 16, 2022, with training on the prohibition of retaliation and intimidation under Section 504 and Title II. The written memo will summarize the training, which will include the following components, at a minimum:
    - a) A review of the District's Section 504 nondiscrimination and nonretaliation policies and procedures;

- b) A review of each element of retaliation (specifically defining and discussing protected activity and adverse action); and
- c) A review of District and DRS expectations related to those policies and procedures, including its customer service expectations regarding communicating with students with disabilities and engaging in the interactive process with those students.

**Reporting Requirement for Item #3:** By March 15, 2023, the District will provide OCR, for OCR's review and approval, the draft written memo summarizing the training.

- 4) Within 60 days of OCR's approval of the written memo, the District will provide the training described in Section 3 and will distribute a copy of the approved memo to all District DRS staff.

**Reporting Requirements for Item #4:** By August 15, 2023, the District will provide OCR with written documentation showing that the District has completed this item. Documentation will include:

- a) The date the District provided the training;
- b) The name and title of District staff who attended the training (including dated sign-in sheets with the attendees' names and titles);
- c) The names of District staff members not in attendance and the measures taken by the District to ensure those staff members are provided with the training and an opportunity to ask questions;
- d) A copy of the agenda and any other materials disseminated to District staff in attendance at the training; and
- e) A copy of the memo distributed to all District DRS staff and the transmittal email showing it was sent to District DRS staff.

## **General Requirements**

The District understands that, by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms and obligations of the Agreement.

The District also understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 of the Rehabilitation Act of 1973, 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), and its implementing regulation at 28 C.F.R. Part 35, which were at issue in this review. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District's representative below.

**For the District:**

/s/  
Chancellor of District or Chancellor's Designee

1/10/23  
Date