

University of California Los Angeles  
Resolution Agreement  
OCR No. 09-14-2015

To resolve the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), the Regents of the University of California on behalf of its Los Angeles campus (UCLA) agrees, without admitting to any violation of law, to implement this Agreement to resolve the allegations stated in this matter under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (ADA or Title II), as amended by the ADA Amendments Act of 2008.

**I. REVISION OF DISABILITY DISCRIMINATION GRIEVANCE POLICY**

- A. UCLA will separate complaints of disability discrimination by students from its current student grievance procedures and implement UCLA Procedure 230.2: Student Grievances Regarding Violations of Anti-Discrimination Laws or University Policies on Discrimination on Basis of Disability in a form substantially similar to the draft attached hereto as Exhibit A, except that it will be revised to address the following:
- a. In section II, state that the grievance procedure will apply to complaints filed by students for conduct by students or third parties where the offending behavior occurred in University programs or activities and note that any potential discipline as to a student would be address in a separate student conduct process in accordance with the separate campus policy governing student discipline.
  - b. In the definitions section, include the following definition for disability-based harassment, namely: “harassment that is sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual’s ability to participate in or benefit from the services, activities, or opportunities offered by the University.”
  - c. In the definitions section, reflect that the University has a responsibility to respond promptly and equitably to disability-based harassment or discrimination of which knew or should have known.
  - d. With respect to the definition of retaliation, state that the definition will include assertion of rights by a student with a disability regarding his/her right(s) under Title II or Section 504 and assertions of rights under Title II or Section 504 by a third party on behalf of a student with a disability.
  - e. In section VI, with respect to grievances, state that the period of time for filing shall not be shorter than 180 days from the time the student could have reasonably expected to have knowledge of the alleged violation and that the student may present an oral complaint to the Grievance Coordinator and receive assistance with putting such a complaint in

writing. If a student needs other forms of accommodation in the process based on disability, they will be referred to OSD to follow the accommodation process.

- f. In section VI, if the student chooses not to participate after making a report of discrimination or harassment, UCLA will notify the complainant that its ability to investigate and respond fully to the allegations may be limited as a result.
- g. In section VI, VII.1 and other places, including the chart in section VIII, where information or rights in the process are provided to an official representing the affected University unit, the policy will be amended to say or the “subject of the grievance” to account for complaints filed by students for conduct by students or third parties where the offending behavior occurred in University programs or activities. For complaints alleging discrimination or harassment against a student by other students, the process will refer to the separate student conduct process to address any potential disciplinary proceeding in accordance with the separate campus policy governing student discipline.
- h. In VII.1(4), the sentence will be amended to delete the last clause, “on the Student” so that the provision shall read, “(4) in the event that allegation(s) of Disability Discrimination and/or Retaliation are substantiated by the investigation, recommendations to prevent recurrence of any such discrimination and/or Retaliation and to remedy the effects of the discrimination and/or Retaliation.
- i. Include a statement that the University will timely address concerns about bias or conflict of interest raised by complainants or subjects of a grievance about individuals charged with processing discrimination complaints, including but not limited to investigators, hearing officers, and individuals assigned to address appeals.
- j. Under Section VII. (1) the final paragraph will be revised to provide that if the Student does not request a formal hearing within the time permitted, the complainant and subject of the grievance have 15 days to each submit comments to the investigative report for the University’s consideration.
- k. A statement will be added to clarify that if a Student complains that a grade should be changed due to alleged Disability Discrimination and/or Retaliation, the grievance investigation procedure will be followed and the findings will be referred to the University procedures through the

Academic Senate for determination of any grade change.

UCLA will issue a notice (Notice) that: states that discrimination based on disability status and retaliation for participation in University procedures relating to complaints of discrimination is prohibited by federal law (citing to Title II and Section 504); states UCLA's commitment to prohibiting discrimination based on disability and retaliation, performing a prompt and equitable investigation of complaints alleging discrimination, and properly remedying it when it occurs; provides examples of discrimination against students with disabilities (such as failure to accommodate a disability in the provision of notes or extra time on tests); describes UCLA's revised grievance procedure; and, provides a point of contact for individuals who have any questions, desire further information, or need assistance or information in filing a discrimination complaint. UCLA's notice will be issued in a form substantially similar to the draft attached hereto as Exhibit B, except that it will also include and define the term harassment in its definition of discrimination (disability-based conduct which is sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities, or opportunities offered by the University) and it will replace the word "recommended" that appears before the word "accommodations" with the word "approved."

B. Within sixty (60) business days of UCLA signing this Agreement, it will adopt the draft policy and Notice.

### **Reporting Requirement**

C. Within fifteen (15) business days of formally adopting the policy and Notice and implementing the policy as required by paragraph (I)(C) of this Agreement, UCLA will provide to OCR documentation of its adoption and implementation of the policy.

D. Within fifteen (15) business days of adopting the policy and Notice and implementing the policy as required by paragraph (I)(C) of this Agreement, UCLA will disseminate them to its student body, faculty, administrators, and staff. Dissemination may be done by mail, e-mail, or inclusion in general publications that reach the student body, faculty, administrators, and staff. The policy and Notice will also be posted on UCLA's website and at locations at which other such generally applicable documents are posted in order to be seen by the public, students, or staff. They will remain posted for a minimum of one year.

E. Within fifteen (15) business days of disseminating the policy and notice as required by paragraph (I)(E) of this Agreement, UCLA will provide to OCR documentation of the dissemination. Documentation will include a copy of the notice and policy that were disseminated, a description of the mailing or e-mailing, a copy of any

publication in which the items were included, a web address at which the posting of the items may be found, and a statement of the number and locations of the postings of the items.

## **II. GRIEVANCE PROCEDURES GUIDANCE**

- A. Within 60 business days of receipt of OCR approval of UCLA's policy and Notice, UCLA will develop written guidance for its administrators and staff involved in its internal grievance process for processing disability discrimination grievances, and provide a draft to OCR for review and approval. The guidance will include information on topics such as: the nature of the procedure; formal processes; the conduct of a prompt and equitable investigation or hearing during the procedure; the role of each individual in the process of ensuring access to complainants of the process and supporting timely and equitable processing of complaints; the goals and objectives of the procedure; the possible outcomes and remedies of the procedure (including any interim remedies necessary); confidentiality of procedures to the extent permissible; the prohibition of retaliation against those filing grievances and anyone participating at any stage of the grievance procedure; and, the rights of complainants.
- B. Within fifteen (15) business days of OCR's approval of the guidance document, UCLA will distribute it to all administrators and staff involved in its internal grievance process and to faculty, staff and administrators of the Chemistry & Biochemistry Department. The document will also be posted to UCLA's website as Appendix II to Procedure 230.2: Student Grievances Regarding Violations of Anti-Discrimination Laws or University Policies on Discrimination and copies will be made available to any student who files a grievance pursuant to Procedure 230.2. It will remain posted for a minimum of one year.
- C. Within sixty (60) business days of distributing the guidance document as required by paragraph (II)(B) of this Agreement, UCLA will provide training about the content of the document to all those within the Office for Students with Disabilities, the Office of the Dean of Students, Student Affairs Officers in academic programs, and UCLA Counseling and Psychological Services. The training will be given by the ADA/504 Compliance Officer and other appropriate campus representatives, including legal counsel. UCLA may also request that a representative from OCR provide the training at no expense to UCLA.
- D. Within sixty (60) business days of distributing the guidance document as required by paragraph (II)(B) of this Agreement, Chemistry & Biochemistry Department faculty, staff, and administrators will be provided the same training stated in paragraph (II)(C) of this Agreement as well as training in the area of

discrimination and retaliation against students with disabilities.

### **Reporting Requirement**

- E. Within fifteen (15) business days of distributing the guidance document as required by paragraph (II)(B) of this Agreement, UCLA will provide to OCR documentation of its distribution including the manner in which it was distributed, the names/titles of the administrators and staff to whom it was distributed, and a web address at which the guidance document may be found.
- F. Within fifteen (15) business days of completing the training required by paragraph (II)(C) and paragraph (II)(D) of this Agreement, if those providing the training are not from OCR, then UCLA will provide to OCR documentation that the training occurred. Documentation will include attendance rosters listing each individual who attended the training, the name or title of the training program, date, subjects covered, the length of time of the training, and the materials distributed.

### **III. INDIVIDUAL MEETING**

- A. Within sixty (60) business days of execution of this Agreement, unless the complainant does not consent to a meeting, UCLA will hold a phone or in person meeting with the complainant in this matter to determine whether the complainant seeks monetary or other remedies to address claims that were the subject of the OCR Complaint at issue in this matter, including but not limited to through a settlement with provisions that UCLA and the Complainant agree upon. During the meeting, the University will discuss the following issues: 1) any compensation the Complainant alleges he should have received from UCLA as a result of alleged discrimination; 2) any out of pocket payments the Complainant incurred for which he alleges he should be reimbursed related to the alleged inability to complete or obtain the TA positions as a result of alleged discrimination; and 3) any other relief the Complainant alleges is needed to restore the Complainant to the position he would have been in had the alleged discrimination not occurred.

### **Reporting Requirement**

- B. Within sixty-five (65) business days of execution of this Agreement, UCLA will provide OCR with notice that the process required by paragraph (III)(A) of this Agreement occurred, a summary of the meeting held that reflects that the issues outlined above were discussed, and information about any resolution agreed upon. Upon receiving this information, III.A. of the Agreement shall be met.

#### **IV. MONITORING**

UCLA understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, UCLA understands that during the monitoring of this Agreement, OCR may visit UCLA, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether UCLA has fulfilled the terms of this Agreement and is in compliance with the statute(s) and regulations implementing Section 504 and Title II, which were at issue in this case.

UCLA understands that OCR will not close the monitoring of this Agreement until such time that OCR determines that UCLA has fulfilled the terms of this Agreement and is in compliance with Section 504, Title II, and their respective implementing regulations, which were at issue in this matter.

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

By: \_\_\_\_\_/s/\_\_\_\_\_  
The Regents of the University of California  
On behalf of its Los Angeles Campus

Date: 07/03/2016