

Resolution Agreement
Argosy University

OCR Case No. 09-14-2280

In order to resolve the compliance issues identified by the U.S. Department of Education, Office for Civil Rights (OCR), during its investigation of the above-referenced case filed pursuant to Section 504 of the Rehabilitation Act of 1973, and without admitting any violation of law, Argosy University (the University) agrees to the following:

I. Specific Provisions

A. Academic Accommodations in Clinical Placements:

1. The University will develop written guidance setting forth the process to be used by University faculty and staff in addressing the needs of students with disabilities when placement in practicum, internship, or externship programs operated by other entities is part of an education program or activity operated by the University. The guidance will clarify that the University is required to work with students with disabilities to identify needed academic adjustments, auxiliary aids, and other accommodations for clinical practicums or internships, and is responsible to ensure that the clinical program, as a whole, provides an equal opportunity for the participation of students with disabilities. Copies of the guidance will be provided to all staff in the Student Services Department at each campus that offers internships or practicums through the College of Behavioral Sciences, and to all instructors and staff members responsible for assisting students in securing placements for practicums, internships, or clinical placements. The guidance will cover the following:
 - a. The duty of the University to identify accommodations needed for students with identified disabilities in their clinical placements;
 - b. The duty of the University to work with clinical placement facilities to ensure that appropriate staff are aware of the identified accommodations and of their responsibility for providing them;
 - c. The process to be used by the University to evaluate claims that a requested accommodation would fundamentally alter the nature of an assignment, and to identify alternative accommodations, if any, that would enable the student to participate in the clinical placement or in another equivalent clinical placement;
 - d. The process to be used by the University to assist students where necessary in locating practicum or internship placements where they can receive appropriate accommodations;
 - e. The responsibility of the University to investigate student complaints of alleged disability discrimination, or failure to provide accommodations, at a clinical placement, and the person or office to which any such complaint must be referred.

2. The University will include in all College of Behavioral Sciences clinical training manuals, and in course syllabi for all practicum courses, a summary description of the process for requesting academic adjustments and accommodations for clinical practicums/internships.
3. The University will include the following provisions in all future agreements between the San Diego campus of the University and facilities where University students are placed for practicums, internships, or other clinical placements:
 - a. A statement that the facility will not discriminate against University students on the basis of disability or because of their need for accommodations for a disability provided that such disability would not in and of itself preclude the student's effective participation with or without accommodation;
 - b. The identity of the individual, by name or position, responsible for coordinating with the University regarding the needs of students with disabilities for accommodations.
4. The agreement provisions described in paragraph 3, above, will be included in all agreements and memoranda of understanding adopted or renewed after the date of execution of this agreement. If any University student secures placement at a facility for which the provisions have not yet been adopted, the University will execute a written amendment with such facility before a student is placed at the facility.

B. Reporting

1. By May 1, 2016, the University will provide OCR with a draft for review and approval of the guidance, as described in item A1. The University will work with OCR to address any comments or concerns, will distribute the guidance within 15 days after final approval by OCR, and will provide OCR with written confirmation that the guidance has been distributed as set forth above.

By June 30, 2016, and December 30, 2016, the San Diego campus of University will provide OCR with copies of the agreements or memoranda of understanding, including any amendments, between the San Diego campus of the University and the placement facilities governing such placements that have been executed and reflect provisions under item A3 above;

C. General Provisions

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further the University understands that during the monitoring of this Agreement, OCR may visit the San Diego campus of 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 Title II and their implementing regulations, which were at issue in this case.

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

_____/s/_____
Chancellor

Date 03/15/2016