

Resolution Agreement
California State University - Bakersfield
OCR Case No. 09-15-2059

California State University - Bakersfield (University) agrees to implement this resolution agreement without admitting to any violation of law to voluntarily resolve the issues in the above-referenced complaint. In signing this Agreement, the University does not admit to any violation of state or federal law. The complaint was investigated by the U.S. Department of Education, Office for Civil Rights (OCR), under Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.

I. Individual Remedy

A. Interactive Process. Within 20 days of the date of this agreement, the University will initiate an interactive process with the Student to determine any reasonable accommodations necessary to ensure the Student has equal access in the University's program. Within 30 days of the date of this agreement, the University will provide OCR with documentary evidence that it has initiated the interactive process with the Student.

B. The University will memorialize any agreed upon accommodations in a written plan to be included in the Student's Services for Students with Disabilities (SSD) office file. The SSD Office will consult with the Student on an ongoing basis to ensure the University is providing her approved accommodations and assess the effectiveness of the accommodations. Within 30 days of this agreement, the University will provide OCR with a status update and supporting documentation regarding the interactive process, and if any, the agreed upon accommodations for the Student.

II. Training and Outreach

A. SSD Staff Training. By September 1, 2015, the University will arrange for its SSD Office Staff to be trained concerning the interactive process, including consultation with students seeking accommodations and, if required, with affected faculty and staff, and how to provide reasonable accommodations to and work with students with impairments. At the University's request, OCR may provide this training at no cost to the SSD Office Staff.

By September 15, 2015, the University will provide OCR with evidence that the required training was provided to SSD staff.

B. Written Guidance and Training to Faculty and other Staff. By November 2, 2015, the University will provide written guidance and training to its faculty, as well as all other administrative and academic department heads, regarding the requirement to expeditiously refer all student requests for disability related accommodations, services, or modifications, to the SSD office, as required by University policy.

The guidance and training will include information on what a disability accommodation request may include (e.g., how to recognize a disability related accommodation request). The guidance and training will also include information on the University's legal obligation to respond to such requests under Section 504 and Title II, the importance of

referring such requests to the SSD Office promptly, and whom to contact at the SSD Office (or to whom a student should be referred to at the SSD Office) for information and assistance.

By July 1, 2015, the University will provide OCR with a draft of the guidance for approval. Within 10 days of receiving the University's draft guidance, OCR will provide the University with feedback. Within 10 days of OCR approving the guidance, the University will provide OCR with documentary evidence that the guidance has been distributed, including the dates of distribution and a list of all parties who received the guidance.

III. **General Provisions**

A. The University understands that by signing the Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that, during the monitoring of the Agreement, OCR may visit the recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the recipient has fulfilled the terms of the Agreement and is in compliance with the statutes and regulations that were at issue in this case.

B. The University understands that OCR will not close the monitoring of the Agreement until such time that OCR determines that the University has fulfilled the terms of the Agreement and is in compliance with the statute(s) and regulations that were at issue in this case.

C. 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 recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

California State University

_____/s/_____
Horace Mitchell, Ph.D.
President
(or designee)

_____05/21/2015_____
Date