

Resolution Agreement
California State University Dominguez Hills
Office for Civil Rights
09-15-2463

California State University Dominguez Hills (University), without admitting to any violation of law with respect to the allegations raised in the complaint, agrees to implement this Resolution Agreement (Agreement) to resolve the issues identified by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990, as amended (Title II) and their implementing regulations in the above-referenced OCR case number.

I. Policy Guidance and Training

- A. The University, with OCR review and approval, will issue a guidance memorandum to all staff at the University who interact with students in an academic manner explaining its policies and procedures regarding adjustments or modifications, including:
 - 1. That Student disAbility Resource Center (SdRC) Disability Management Advisors must engage in an interactive process with students with disabilities to determine what adjustments or modifications are needed (pages 7-9 of January 2016 version of SdRC Student Handbook); and
 - 2. The process for students to seek course modifications/academic adjustments/course assignment extension (page 9 of January 2016 version of SdRC Student Handbook).

- B. The University will engage in the following trainings:
 - 1. In Spring 2017, OCR will provide training on Section 504 and Title II and their implementing regulations to all SdRC staff, and administrators and full-time faculty in the Special Education Program in the College of Education. In addition, the University will also identify a qualified staff member from the University who will provide training on the policies and procedures in the SdRC Student Handbook, including the interactive process at the University for students to seek course modifications/academic adjustments/course assignment extension.
 - 2. During the course of the 2017 calendar year, the University will provide training(s) to all adjunct faculty in the Special Education Program in the College of Education who teach a course in the Special Education Program during the 2017 calendar year. The training will discuss the requirements of Section 504 and Title II regarding academic adjustments and the policies and procedures in the SdRC Student Handbook, including the interactive process at the University for students to seek course modifications/academic adjustments/course assignment extension. The University may deliver the training(s) for adjunct faculty in-person or through electronic delivery.

II. Individual Student

- A. Within five (5) days of signing this Agreement, the University or its designee will mail and email the Complainant, at her last known address and email address, a request for documentation from her regarding her interest in returning to the College of Education to complete her credential. If the Complainant does not provide the University (through its designee above) with written intent to return to the College of Education within sixty (60) days of the date of the University's first request, then the Complainant will be deemed to have rejected the offer to return and the University shall have no further obligation regarding the Complainant under this Resolution Agreement. The University or its designee will mail and email the Complainant, at her last known address and email address, a follow-up request if there is no written response from the Complainant within thirty (30) days of the date of the University's request clearly indicating her intent regarding re-enrollment. If the Complainant supplies the University (through its designee above) with written intent to return to the College of Education within sixty (60) days of the date of the University's request, the University will develop a map to completing the credential (including in-class and in-field observation components). If the Complainant's written statement of intent is received by the University (*i.e.*, its designee above) on or before January 10, 2017, then the University will enroll her in requisite open courses for Spring 2017 within fifteen (15) days of the receipt of documentation. If the Complainant's written statement of intent is received by the University (*i.e.*, its designee above) after January 10, 2017, then the University will offer re-enrollment to start with the next academic term. Nothing in this Agreement requires the University to cover the cost of the Complainant's tuition, expenses or fees relating to completion of her credential. It is the Complainant's responsibility to attend the meeting described in Section II.B. below, complete registration and enrollment, fulfill all credential requirements, make satisfactory academic progress, and remain in good standing.
- B. If the Complainant provides written intent to return to the College of Education in time for the Spring 2017 semester (*i.e.*, by January 10, 2017), then within thirty days (30) and with consent of the Complainant, the University will convene a meeting with contemporaneous communication, such as, but not limited to, an in-person meeting, phone call, or video conference, but not including by email, among the Complainant, an OCR representative, and a SdRC Disability Management Adviser to:
1. Review the syllabi and requirements of the courses in which Complainant is currently enrolled; and
 2. Engage in an interactive process to determine what adjustments or modifications are needed to ensure academic requirements do not

discriminate, or have the effect of discriminating, against the Complainant based on her disability.

If the Complainant provides written intent to return to the College of Education after January 10, 2017, then within thirty (30) days of Complainant completing registration and enrollment in the next academic term, and with consent of the Complainant, the University will convene the meeting under the terms and conditions described in this section II.B.

III. Reporting

- A. Within thirty (30) days of signing this Agreement, the University will provide a draft of the guidance memorandum described in Section I.A. to OCR for review and approval.
- B. Within five (5) days of receiving OCR's approval of the guidance memorandum in Section I.A., the University will issue the guidance memorandum to all University staff who interact with students in an academic manner and provide OCR with written documentation showing that the guidance memorandum was sent to all such staff.
- C. Within thirty (30) days of signing this Agreement, the University will:
 1. Identify the date and time, pending OCR review and approval, to schedule the training described in Section I.B.1.;
 2. Provide to OCR, for review and approval, the name and qualifications of the staff member, described in Section I.B.1., who will provide training on the policies and procedures in the SdRC Student Handbook; and
 3. Provide to OCR, for review and approval, a copy of the training agenda and a copy of the training materials that the staff member, described in Section I.B.1., intends to use at the training.
- D. Within five (5) days of the training described in Section I.B.1., the University will provide OCR with:
 1. Documentation of all the training participants, including names and titles; and
 2. The 2016-17 staff lists, including names and titles, for SdRC and administrators and full-time faculty in the College of Education, Special Education Program.
- E. Within sixty (60) days of signing this Agreement, the University will provide to OCR, for review and approval:
 1. The name(s), title(s), and qualifications of the trainer(s) providing the training described in Section I.B.2.;
 2. A copy of the training agenda for the training described in Section I.B.2.; and

3. A copy of the training materials used in the training described in Section I.B.2.
- F. By January 30, 2018, the University will provide OCR with:
1. Documentation of all the participants, including names and titles, who completed the training described in Section I.B.2.;
 2. Documentation of the date each participant completed the training described in Section I.B.2.;
 3. A copy of the final agenda and materials used in the training described in Section I.B.2.; and
 4. A list of the adjunct faculty in the Special Education Program in the College of Education who taught a course in the Special Education Program during the 2017 calendar year.
- G. To the extent that a person or persons who must attend the training described in Section I.B.1 is unable to attend the training when offered, the University will provide such person(s) the training described in Section I.B.2. If there is a person or persons who must attend the training described in Section I.B.1 but receives the training described in Section I.B.2, the University will provide OCR with documentation of:
1. The name(s) and title(s) of such person(s); and
 2. The date each person completed the training in Section I.B.2.
- H. On or by July 1, 2017, the University will provide to OCR for review a list of all students who applied for accommodations and modifications in the 2016-17 academic year through SdRC and did not receive any accommodations or modifications during that academic year. The list shall include:
1. The student's disability;
 2. The requested accommodations and modifications;
 3. Notes from the interactive process between the student and SdRC; and
 4. SdRC's reason for denying any accommodations or modifications to the student.
- The University will designate knowledgeable persons to review and discuss the list with OCR. The University understands that following this review, OCR may require the University to develop and disseminate additional guidance or conduct additional training for the University staff, regarding the University's obligation to engage in an interactive process with students with disabilities to determine what adjustments/modifications are needed.
- I. If the Complainant does not re-enroll pursuant to Section II.A., the University will notify OCR of the reason the Complainant is not re-enrolled no later than ninety (90) days after the signing of this Agreement, and will include documentation of the notice(s) to Complainant and any responses.

- J. Within thirty (30) days of the SdRC meeting pursuant to Section II.B., if any, the University will provide OCR with documentation of the meeting, including:
1. Written notes from the meeting;
 2. The adjustments and modifications discussed;
 3. The adjustments and modifications that will be provided, if any;
 4. The adjustments and modifications that were denied, if any, and a written statement of the reasons for denying the adjustments and modifications; and
 5. The Complainant's course schedule.

If there is more than one SdRC meeting to fulfill Section II.B., then the University will provide OCR with the documentation described in this sub-section on an ongoing basis, specifically within thirty (30) days of each meeting.

IV. Monitoring

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 Section 504 and its implementing regulations, at 34 C.F.R. §§ 104.43(a) and 104.44(a), and Title II and its implementing regulations, at 28 C.F.R. §§35.103(a) and 35.130(b)(1) and (7), which were at issue in this case.

The University 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 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 Title II and the regulations implementing these statutes, which 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 will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
University/Recipient Representative

December 19, 2016
Date