

Resolution Agreement
The University of California, Davis
OCR Case No. 09-17-2139

In order to resolve the issues raised in the above-referenced complaint filed with 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 (Title II), the University of California, Davis (University), agrees to take the actions outlined in this Resolution Agreement (Agreement).

The University agrees to take the following steps:

I. Posting and Dissemination of the University's Service Animal Policy

- A. Within ten days of the date on which this agreement is signed, the University will post a copy of the University's service animal policy, found at http://accessibility.ucdavis.edu/service_animals.html, in a prominent place in the main office of each of the five academic departments of the College of XXXXXXXXXXXX XXXXXXXXXXXX. The policy will remain posted in each of these locations until, at minimum, December 16, 2017.
- B. Within ten days of the date on which this agreement is signed, the University will send an e-mail to all primary and secondary members, research and visiting professors and lecturers of each of the five academic departments of the College of the XXXXXXXXXXXX XXXXXXXXXXXX. The e-mail is to include the following language:
 - a. At the postsecondary educational level, a qualified student with a disability is a student with a disability who meets the academic and technical standards requisite for admission or participation in the institution's educational program or activity. Colleges and universities are required to provide students with appropriate academic adjustments and auxiliary aids and services that are necessary to afford an individual with a disability an equal opportunity to participate in a school's program;
 - b. When a student enrolled at the University requests auxiliary aids or academic adjustments, the University will make an individualized determination, after engaging in an interactive process with the student, as to whether an auxiliary aid or academic adjustment, such as a notetaker, smart pen, service animal, tape recorder, additional time or other appropriate auxiliary aid, is needed to ensure that the student is not denied the benefits of, or excluded from participation in, the University's activities, services or programs, or is otherwise subjected to discrimination.
 - c. The University may not deny a student an auxiliary aid or academic adjustment if it is determined through the interactive process that one is needed, so long as it does not constitute a fundamental alteration of the University's activities, services or programs or result in an undue burden on the University. Instructors may not deny approved auxiliary aids or academic adjustments.

- C. The e-mail will also include a link to the University's service animal policy, at http://accessibility.ucdavis.edu/service_animals.html, as well as a reference to the hard copies of the policy posted prominently in each of the five academic departments.
- D. The e-mail will also include the name and contact information of the ADA Coordinator should faculty have any questions, concerns or comments.

Reporting Requirements

- E. Within five days of the date on which the notices were posted, the University will provide a statement which specifies the date on which the notices were posted, and the location of each notice. The University will also provide photographs of the posted notices in each of the five departments.
- F. Within five days of the date on which it was sent, the University will provide a copy of the e-mail sent to all faculty in the College of XXXXXXXXXXXX XXXXXXXXXX, along with a distribution list.

II. Meeting with the Instructor¹

- A. Within 20 days of the date on which this Agreement is signed, the University will contact the Instructor to schedule a meeting. This meeting is to be held on or before September 29, 2017, and to be attended, at minimum, by Instructor, the University Compliance Director/ADA Coordinator/Chief Compliance Officer, and a specialist from the Student Disability Center (SDC), to review the following topics:
 - a. The University's service animal policy, including applicable protocol regarding students who enroll in courses XX XXXX in the College of XXXXXXXXXXXX XXXXXXXXXX and whose use of a service animal has been approved by the SDC;
 - b. The University's protocol for engaging with students and with SDC should any questions, comments or concerns arise about the auxiliary aids for which a given student has been approved by SDC; and
 - c. The content of the e-mail in Section I.B. above sent to faculty in the College of XXXXXXXXXXXX XXXXXXXXXX.

III. Investigation of the Student's² Experience in the Course³

- A. By October 31, 2017, the University will investigate whether the Student was subjected to discriminatory treatment by the Instructor during the 2016-17 school year. While the investigation will be broadly defined to include all aspects of the Student's experience in the Course, it will place particular emphasis on:

¹ All references to "Instructor" are to the Instructor at issue in this matter.

² All references to "Student" are to the complainant in this matter.

³ All references to the "Course" are to the course at issue in this matter.

- a. whether improper or discriminatory comments were made to her by the Instructor (e.g., those that attributed a negative or unfavorable characteristic, stereotype, or attribute to her because of her disability; disclosed her disability, disability status, or receipt of auxiliary aids to one or more of her classmates or other third parties without her consent, etc.);
 - b. whether the auxiliary aids to which the Student was entitled were fully implemented during the course, specifically with respect to the exit exam administered on November 21, 2016;
 - c. whether – if it is determined that any discriminatory treatment occurred, including but not limited to the above – the discriminatory treatment adversely affected the Student’s grade in the course or for a specific test, exam, quiz, homework assignment, in-class assignment, or any other individually graded or evaluated task or act required in the class; or, for the overall class grade.
- B. The University will properly document its investigation, including: 1) either the maintenance of interview notes or the preparation of a written summary of any witness interview after it has occurred; 2) the maintenance of a copy of any document reviewed or considered as part of the investigation; and preparation of an investigation report that details the facts determined based on the evidence obtained (i.e., witness interviews, documents reviewed, etc.); 3) the conclusion(s) made and the reasons for the conclusion(s); and 4) the outcome of the investigation, including any corrective or remedial action, if warranted.
- C. Within fifteen days of completing its investigation report, the University will send a copy of the report to the Student via e-mail and postal mail.
- D. In the event that the University’s investigation results in a determination that the Student was subjected to discriminatory treatment that adversely affected her as described in Section II.A. above, the University will, by November 24, 2017, after informing the Student of its proposed action, take whatever corrective or remedial action is warranted and necessary including, but not limited to, assisting the Student with making a petition for grade changes, grade point average changes, or other similar changes to the Student’s official University transcript and other similar University records consistent with University policy and procedure, including the procedures of the Academic Senate Committee on Grade Changes; and implicit bias training or other such training designed to increase awareness about discrimination or harassment based on disability for the Instructor and for other relevant staff, as appropriate. With respect to changes to the Student’s grades and/or grade point average, if consideration of such changes is necessary, the Academic Senate Committee on Grade Changes will determine, per University policy, whether the Student received an unfair grade because of the discrimination or harassment and, if so, the appropriate grade or other action to be taken.

Reporting Requirements

- E. Within fifteen days of completing the investigation required by Section II.A. of this Agreement, the University will provide OCR with a copy of its investigative report. The University also agrees to provide OCR with a copy of any witness interview notes or summaries and documents considered as part of the investigation upon OCR's request.
- F. Within fifteen days of the date on which the University sends the letter to the Student via e-mail and postal mail, the University will provide a copy of the final letter to OCR, as well as proof of transmission to the Student.
- G. Within fifteen days of any final action taken by the University pursuant to Section II.D. of this Agreement, the University will provide OCR with a detailed description of such actions.

IV. Monitoring

The University understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 and Title II at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in this case.

The University also 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 the regulation implementing Section 504 and Title II.

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/_____
President/Designee
University of California, Davis
Chief Compliance Officer

_____07/12/2017_____
Date