

**Resolution Agreement  
Pepperdine University  
OCR Case Number 09-18-2071**

Pepperdine University (University), without admitting to any violation of law, agrees to implement the following provisions in this Resolution Agreement (Agreement) to resolve the issues investigated by the Office for Civil Rights, U.S. Department of Education (OCR), under Section 504 of the Rehabilitation Act (Section 504) in the above-referenced complaint.

The University agrees to take the following steps:

**I. Meeting with the Office of Student Accessibility**

- A. On or before March 30, 2018, the University will convene a meeting to be attended by individuals knowledgeable about the Student, including the Office of Student Accessibility (OSA) Director. The University will notify the Student of the meeting at least five days in advance and offer her the opportunity to invite additional individuals of her choice to the meeting.
- B. The purpose of the meeting is to discuss the Student's course requirements, auxiliary aids and completion of her degree.
  - a. The University will engage in the interactive process with the Student to determine whether the auxiliary aids and services for which she is currently approved enable her to participate in her courses at the University as a qualified individual with a disability, or whether she requires additional or alternative auxiliary aids and services. In particular:
    - 1. The University will discuss the Student's request to include additional time on assignments among her approved auxiliary aids and approve or deny the request. If the University denies the Student's request due to a fundamental alteration of or undue burden on the University's program, the University will provide the Student with a written explanation of the basis for its decision, and offer her an opportunity to appeal the decision.
    - 2. The University will also discuss the process currently in place with respect to the provision of class notes for the Student and ask the Student if she has received a full complement of class notes for all of her spring 2018 semester courses.

3. If the Student is missing any sets of notes for any of her spring 2018 semester courses, the University will ensure that such notes are provided within seven days of the date of the meeting.
  - b. The University will discuss how to support the Student in meeting the course requirements of her academic program, particularly with respect to attendance and participation requirements.
  - c. After consulting with the Student and soliciting her feedback, the University will designate a staff person at OSA whom the Student may contact should she have any concerns about her auxiliary aids and services.
- C. Within fifteen days of the date of the meeting, the University will provide the Student with a written account of the topics discussed and the decisions made at the meeting.

### **Reporting Requirements**

- D. Within twenty days of the date of the meeting, the University will provide OCR with a copy of the written account of the meeting provided to the Student pursuant to Section I.C.

## **II. Meeting with Professor**

- A. On or before March 30, 2018, the University will convene a meeting between the Student and the professor (Professor 1) of the communications course (Course) in which she is enrolled in the spring 2018 semester.<sup>1</sup> The meeting is also to be attended by the Associate Dean of the Student's college at the University. The University will notify the Student of the meeting at least five days in advance and offer her the opportunity to invite additional individuals of her choice to the meeting.
- B. The purpose of the meeting is to discuss the Student's allegations of disability harassment by the Student's peers and by Professor 1. The team will confirm that the Student is to experience no penalty, including retaliation, for having raised allegations of disability harassment with the University. The topics discussed will include, but are not limited to:
  - a. A description of the conduct the Student feels her peers have engaged in;
  - b. A description of the conduct the Student feels Professor 1 has engaged in;

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<sup>1</sup> OCR has identified the course to the University. Neither the name of the course nor that of the professor is identified in this agreement for privacy reasons.

- c. The Student's desired remedies;
  - d. Under what circumstances the Student would feel comfortable rejoining the group, if any;
  - e. Whether the project may be completed independently without resulting in a fundamental alteration of the course requirements;
  - f. Whether the Student may be transferred to another group; and
  - g. A description of the Non-academic Student Grievance (NASG) process
- C. As per the University's NASG process, the Student may decline to participate in the meeting described in Section II.B., and pursue a formal resolution of her concerns pursuant to the NASG process.
- D. The University will advise the Student that should she choose to pursue a formal resolution of her concerns in accordance with the NASG process, the e-mails she has sent to OSA and the Professor, as well as the information she has provided at the meeting, are sufficient to initiate the process. The University will also advise the Student that she is welcome to provide additional written information, and the University may also request additional written information, as part of the complaint investigation process.

### **Reporting Requirements**

- E. Within 20 days of the date of the meeting, the University will provide the Student with a written account of the topics discussed and the decisions made at the meeting.
- F. Within 25 days of the date of the meeting, the University will provide OCR with a copy of the written account of the meeting provided to the Student pursuant to Section II.E.

### **III. Completion of Course Assignments**

- A. By April 6, 2018, the University will extend a written offer to the Student to submit, by April 24, 2018, without penalty for lateness, any and all missing assignments for the poetry course (Course 2)<sup>2</sup> in which she was enrolled in the fall 2017 semester. Any and all assignments submitted for grading by the Student shall be graded both by the professor of Course 2 (Professor 2) and by a second professor (Professor 3), who will

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<sup>2</sup> OCR has identified the course to the University. Neither the name of the course nor that of the professor is identified in this agreement for privacy reasons.

grade the Student's assignments without knowledge of the Student's identity. The average of the two grades for each assignment will be recorded as the grade for that assignment. Once the Student's assignments are submitted and graded, the University will replace the current grade for Course 2 on the Student's transcript with the new grade earned, and will make any necessary changes to the Student's total number of units earned toward her degree as well as her grade point average, as appropriate.

- B. In its written offer to the Student in Section III.A., the University will also offer to provide copies of Professor 2's class notes to the Student, or make such notes available for her review through April 24, 2018, in satisfaction of the Student's auxiliary aid for class notes provided by OSA. The University's offer will include a request for a response from the Student by April 11, 2018 to its offer of Professor 2's class notes or attach Professor 2's class notes to the offer.

#### **Reporting Requirements**

- C. By April 13, 2018, the University will provide a copy of its written offer to the Student to OCR, as well as her response to the offer of Professor 2's class notes, if such notes were not attached to the University's offer.

#### **IV. Notetaker Policy**

- A. By May 4, 2018, the University will supplement and revise its current "Note taking Procedures" and "Procedures for Common Academic Accommodations" and provide the revised procedures to OCR, including any supplementary forms. Within 15 days of receiving OCR's approval, the University will provide OCR with documentation of the finalized procedures. The procedures will include the following elements:
- a. An explanation of the process that OSA staff members are to use to identify volunteer notetakers, which includes:
    1. When such e-mails should be sent;
    2. The frequency with which such e-mails should be sent; and
    3. The number of such e-mails that should be sent.
  - b. A description of OSA's responsibilities in the event that no volunteer notetaker is found, including the circumstances under which OSA will:
    1. Notify instructors to post lecture notes to an online portal as appropriate;

2. Designate OSA staff to serve as notetakers for OSA students as appropriate; and
  3. Contract with paid notetakers to serve as notetakers as appropriate.
- B. The University will identify in writing the University employee (by title) who is responsible for timely resolving any concerns about notes that are brought to the attention of OSA. The University will update and revise any policies, procedures, and practices to contain this information.

### **Reporting Requirements**

- C. Within 30 days of finalizing its notetaker policies, the University will provide OCR with documentation that it has disseminated and publicized its policies by:
- a. Distributing the notetaker policies to all staff and administrators at OSA and all administrators responsible for oversight of that office;
  - b. Updating any other documents that discuss or describe the University's policies regarding academic adjustments and auxiliary aids.

### **V. Guidance to Instructors regarding the University's Process for Reviewing and Approving Requests for Auxiliary Aids and Academic Adjustments**

- A. By June 15, 2018, the University will submit to OCR a draft memorandum to instructors that provides guidance regarding the University's process for reviewing and approving requests for auxiliary aids and academic adjustments for students with disabilities, including reference to its notetaker policy. Within 15 days of OCR's approval, the University will provide OCR with documentation (including a distribution list and copy of the final memorandum) that the guidance memorandum has been distributed to all full-time and part-time instructors. The guidance memorandum will include the following:
- a. An explanation of the process for reviewing requests for and approving auxiliary aids and academic adjustments, which includes examples of such auxiliary aids and academic adjustments, as well as a statement that the University cannot deny a necessary auxiliary aid or academic adjustment without establishing that it would result in a fundamental alteration in the program or would constitute an undue burden on the University; and

- b. A statement explaining that instructors cannot unilaterally deny approved auxiliary aids or academic adjustments; any questions or concerns that instructors may have about a student's approved auxiliary aids or academic adjustments should be addressed to the OSA Director or designee. The concerns will be resolved through an interactive process between the student and University.

### **Reporting Requirements**

- B. Within 15 days of OCR's approval, the University will provide OCR with documentation (including a distribution list and copy of the final memorandum) that the guidance memorandum has been distributed to all full-time and part-time instructors.

## **VI. Training for OSA Staff**

- A. By June 15, 2018, the University will arrange for training to be provided for all OSA staff, including any students employed by OSA in a work-study capacity, on Post-Traumatic Stress Disorder (PTSD). The training is to include, but is not limited to, the following:
  - a. An introduction to and overview of PTSD;
  - b. Components of PTSD;
  - c. A description of symptoms;
  - d. A description of treatments;
  - e. Women and PTSD; and
  - f. Communication strategies with people with PTSD;
  - g. Examples of helpful tools, resources and supports for students, staff and other University community members with PTSD.

### **Reporting Requirements**

- B. By April 27, 2018, the University will provide to OCR for review and approval a copy of the training agenda, including the name(s) and title(s) of the trainer(s), the proposed date(s) of completion, and a copy of the training materials. The University will submit these materials to OCR at least three weeks in advance of the proposed date of completion.

- C. By July 9, 2018, the University will provide OCR with documentation showing that the training in Section VI.A. has been completed. This documentation will include a copy of the final training agenda, training materials and a list of the participants.

**VII. Monitoring**

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 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 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. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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/\_\_\_\_\_  
Pepperdine University President or Designee

\_\_\_\_\_04/26/2018\_\_\_\_\_  
Date