

**Resolution Agreement**  
**Fullerton College**  
**09-18-2524**

Fullerton College (College), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the area of non-compliance and the compliance concern identified in the above-referenced case by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. §794, Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131 *et seq.*, and the implementing regulations for each of these statutes.

I. Individual Measures

- a. The College will extend a written offer to the Complainant to re-take one or more of chapter tests two through five and the final examination administered in her summer 2018 XXXXXXXX class.
- b. If the Complainant accepts the College's offer within 120 calendar days of receipt, the College will allow her to re-take one or more of these tests and/or the examination with the following testing accommodations: a distraction-reduced setting; 2.0 extended time; and breaks without effect on testing time.
- c. If the Complainant earns a higher score on any test or examination she re-takes, the College will re-calculate her final class grade based on the higher score(s) and will change the grade on her transcript if the recalculated grade is higher than a X.
- d. Reporting requirements:
  - i. By August 1, 2019, the College will provide OCR a copy of the written offer and confirm the date it sent the offer to the Complainant.
  - ii. On or before 120 calendar days of the Complainant's receipt of the offer, the College will inform OCR whether the Complainant accepted the offer.
  - iii. If the Complainant accepts the offer, within 90 calendar days of acceptance the College will allow the Complainant to re-take one or more of the tests and/or the examination with the testing accommodations listed in Section I.b., above. For each test or examination she re-takes, the College will provide OCR the following information: the name and date of the test/examination, confirmation of the accommodations provided, and the test/examination score.

- iv. If the Complainant accepts the offer, re-takes one or more tests and/or the examination, and earns one or more higher scores, within 120 calendar days of acceptance the College will: re-calculate her final class grade based on the higher score(s); change the grade on her transcript if the recalculated grade is higher than a X; and provide OCR a description of how it recalculated the class grade and a copy of the Complainant's transcript.

II. Disability Support Services (DSS) Counselor Appointment Scheduling

- a. The College will take effective steps to modify its current system of scheduling initial, follow up, and readmit student appointments with DSS Counselors to initiate, change, or reinstate disability-related services, modifications, aids, and/or accommodations so that DSS consistently schedules such appointments to take place within a maximum of two calendar weeks of the student's request and provision of supporting documentation, regardless of the date of such request/provision. Exceptions to this two-week timeframe may be made upon student request or agreement in non-emergent circumstances, due to student unavailability, or if the two-week period falls during a period in which the campus is closed for two or more business days (e.g., winter break, spring break, etc.).
- b. The College will provide training and/or written guidance to relevant DSS personnel on the modified scheduling system.
- c. Reporting requirements:
  - i. By August 30, 2019, the College will provide OCR a description of its proposed modified system of scheduling student appointments, consistent with the requirements of Section II.a., above. Incorporating OCR's input, the College will finalize and begin implementing the system and report the same to OCR by September 30, 2019.

By January 15, 2020 for fall 2019 semester, June 16, 2020 for spring 2020 semester, and August 17, 2020 for summer 2020 semester, the College will provide OCR a spreadsheet showing all student appointments with DSS Counselors during the semester indicating the type of appointment, the date that the appointment was made, the date of the appointment, and the number of calendar days between these two dates.

- ii. By September 30, 2019, the College will confirm to OCR that it has provided training and/or written guidance to relevant DSS staff on the modified scheduling system. For training, the College will report the date(s), participants, who conducted the training, a description of the training content, and a copy of any written training materials used. For written

guidance, the College will provide a copy of the written guidance, a list of individuals who received it, and the date of distribution.

Monitoring:

The College 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 the Agreement. Further, the College understands that during the monitoring of this Agreement, if necessary, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms and obligations of the Agreement. Upon the College's satisfaction of the commitments made under the Agreement, OCR will close the case.

The College understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the College written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Dr. Greg Schulz, President

\_\_\_\_\_07/29/2019\_\_\_\_\_  
Date