

**Resolution Agreement**  
Complaint No. 09-23-2070  
Sonoma State University

In order to resolve the compliance concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR), in the investigation of the above-referenced complaint filed against Sonoma State University (University) pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, and pursuant to Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35, the University agrees to take the actions identified in this Resolution Agreement (Agreement).

**I. Access Path Repair**

- A. The University will implement asphalt maintenance improvements to the following access paths to ensure that each path has a surface that is firm, stable, and slip-resistant:
  - 1. The access path traversing the grass area located in between the Wine Spectator Learning Center, Salazar Hall, Stevenson Hall, and the Field House; and
  - 2. The access path from the west side of Salazar Hall to the campus entrance between the boiler plant and Person Hall; and
  - 3. The access path located north of West Redwood Drive, south of the boiler plant and across from Parking Lot O.
- B. By the first day of Fall 2024 classes, the University will inform OCR that it has repaved and/or repaired the access paths identified in Section I.A. of the Agreement to ensure that each path is firm, stable, and slip-resistant. The University will provide OCR with documentation, including photos, that the paths meet the accessibility standard.

**II. Guidance Memo**

- A. The University will distribute a guidance memo to all staff members in the University's Disabilities Services for Students (DSS) program who participate in the interactive process with students, as well as to all other staff members in the Student Affairs Division who assist students regarding their disabilities in accessing educational programs and activities. The guidance memo will explain the interactive process used to assist students with disabilities, including mobility-related disabilities, as well as emphasize that the University must work with students by engaging in the interactive process to provide reasonable accommodations through an appropriate plan to ensure equal access to programs and services, including such issues as assistance with transportation related concerns. The guidance memo will further state that the University should not refuse to engage in the interactive process, thereby placing the burden solely on a student to find their own mobility-related accommodation.

- B. By April 30, 2023, the University will submit a draft of the guidance memorandum described in Section II.A. of the Agreement to OCR for review and approval. Within ten (10) days of OCR's approval, the University will distribute the guidance memo and inform OCR that it has done so.

### **III. Monitoring**

By signing the resolution agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement.

During the monitoring of the resolution 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 and obligations of the resolution agreement. The University understands that OCR will not close the monitoring of the resolution agreement until such time as OCR determines that the University has demonstrated compliance with the terms of the agreement and the statute and regulations at issue in this case.

The University understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms of the resolution agreement and the applicable statute and regulations. Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Signed:

\_\_\_\_\_/s/\_\_\_\_\_  
M. Monir Ahmed  
Title: Vice President and Chief Financial Officer

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04/03/2023  
Date