

RESOLUTION AGREEMENT

Westchester Community College **OCR Docket No. 02-14-2393**

In order to resolve Case No. 02-14-2393, Westchester Community College (the College) assures the U.S. Department of Education, New York Office for Civil Rights (OCR), that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104 (Section 504), and Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35.

This Resolution Agreement has been entered into voluntarily by the College and does not constitute an admission by the College that it is not in compliance with Section 504 and the ADA.

Action Item 1:

The College made a written offer on February 6, 2015 to the Student to update her records to reflect “Withdrawals” in the following three courses the Student took during the spring 2014 semester: XXXXX (Course 1); XXXXX (Course 2); and XXXXX (Course 3). Specifically, the College offered to replace the grades of “F” that the Student received in Courses 1 and 3, and the grade of “RC” that the Student received in Course 2, with “W,” signifying a Student Initiated Withdrawal. The College will give the Student thirty (30) days to respond to the offer.

Reporting Requirement: Within five (5) days after this agreement has been executed a copy of the offer letter described in Action Item 1 will be provided to OCR, and within sixty (60) days after execution the College will provide documentation to OCR attesting to the Student’s response and the actions, if any, taken by the College consistent with the Student’s response.

Action Item 2:

The College made a written offer, also on February 6, 2015 to the Student to retake Courses 1, 2, and 3 (the Courses) during the summer 2015, fall 2015, or spring 2016 sessions. The College’s offer provided thirty (30) days for the Student to respond. The College’s offer contained the following terms: if the Student accepts the offer to retake the Courses, and registers according to the guidelines as posted in the Student handbook, the College will not charge tuition or fees to the Student for the Courses. In order to ensure that the Student’s participation in the Courses does not affect her financial aid status, the College offered to enroll the Student as an auditing student in the Courses; however, the College understands that this offer to retake Courses 1, 2, and 3 is to provide the Student with the opportunity to convert her grades in Courses 1, 2, and 3 (or the “W” grades described in Action Item 1) to new letter grades. The Student may retake the Courses with different professors from the professors who taught the Courses in spring 2014.

The Student will be treated as if this is her first time taking the Courses with respect to taking the same examinations, attending lectures, and carrying out the same assignments as the other students enrolled in the Courses. The Student will be provided with the following academic adjustments and auxiliary aids that were previously approved by the Disability Services Office: extended time on tests and exams (time and one half) in the Courses, and use of a calculator on tests and exams in Course 3.

Upon the Student's successful completion of Course 1, Course 2, and/or Course 3, the professors of the Courses will submit grade change forms, as per the College's standing grade change policy, to convert the Student's current grades in Course 1, Course 2, and/or Course 3 (or the "W" grades described in Action Item 1) to new letter grades. If the Student elects not to enroll in the Courses during the spring 2015, summer 2015, fall 2015, or spring 2016 sessions, or if the Student does not satisfy the requirements for completion of Course 1, Course 2, and/or Course 3 by the last date that final examinations are offered, as determined by the professors in whose classes she is enrolled, the Student's current grades in Course 1, Course 2, and/or Course 3 (or the "W" grades) will remain on the Student's transcript as the final grades she has earned for that semester.

Reporting Requirements:

- (a) Within five (5) days of execution of this agreement the College will provide to OCR a copy of the offer letter described in Action Item 2 and within sixty (60) days after execution the College will provide to OCR documentation attesting to the Student's response.
- (b) If the Student elects to re-take Courses 1, 2, and/or 3 during the spring 2015, summer 2015, fall 2015, or spring 2016 sessions, within thirty (30) days after completion of the course, the College will provide documentation to OCR demonstrating that the Student was provided with the academic adjustments and auxiliary aids that were previously approved by the Disability Services Office: extended time on tests and exams (time and one half) in the Courses, and use of a calculator on tests and exams in Course 3.
- (c) Within thirty (30) days after the Student has completed retaking Courses 1, 2, and/or 3, if applicable, the College will provide to OCR documentation demonstrating that the Student's transcript indicating her final grades in the Courses has been updated in accordance with this agreement.

Action Item 3:

The College has agreed to, within five (5) days of execution of this agreement, provide the attached memorandum and accompanying materials to all administrators, faculty, and staff at the College responsible for processing requests and/or providing academic adjustments and/or auxiliary aids for students with disabilities. The memorandum and accompanying materials set forth the College's obligation to provide qualified individuals with disabilities with academic adjustments and/or auxiliary aids, in accordance with the regulations implementing Section 504 and the ADA;

prohibitions against discrimination on the basis of disability and retaliation; and the College's process for reviewing and responding to requests for academic adjustments and/or auxiliary aids.

Reporting Requirement: Within ten (10) days of execution of this agreement, the College will provide documentation to OCR demonstrating that the memorandum and accompanying materials were provided to all administrators, faculty, and staff at the College responsible for processing requests and/or providing academic adjustments and/or auxiliary aids for students with disabilities.

Action Item 4:

The College has agreed to, by March 31, 2015, provide training to staff in the College's Disability Services Office and the Student's professors in Courses 1 and 3¹ for the spring 2014 semester. The training will include a discussion of the College's obligation to provide qualified individuals with disabilities with academic adjustments and/or auxiliary aids, in accordance with the regulations implementing Section 504 and the ADA; prohibitions against discrimination on the basis of disability and retaliation; and the College's process for reviewing and responding to requests for academic adjustments and/or auxiliary aids.

Reporting Requirement: By April 8, 2015, the College will provide documentation to OCR demonstrating that training was provided in accordance with Action Item 3 above; including the name and credentials of the trainer, the date(s) of the training, copies of any training materials distributed, and a list of attendees.

The College understands that OCR will not close the monitoring of this agreement until OCR determines that the College has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.43 and 104.44, and the ADA, at 28 C.F.R. § 35.130, which were at issue in this case. The College 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 College understands that during the monitoring of this agreement, if necessary, OCR may visit the College, interview staff, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.43 and the ADA, at 28 C.F.R. § 35.130. In addition, the College 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 and 100.10), or judicial proceedings to enforce this agreement, OCR shall give the College written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

March 2, 2014
Date

/s/
Donald W. Weigand
Acting Vice President and Dean of
Student Affairs
Westchester Community College

¹ The Student's professor for Course 2 in the spring 2014 semester is no longer an employee of the College.