

Resolution Agreement
Minneapolis Community and Technical College
OCR Docket Number 05-13-2442

In order to resolve OCR case number 05-13-2442 and to ensure its compliance with 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 Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12132, and its implementing regulation, 28 C.F.R. Part 35, Minneapolis Community and Technical College (College) agrees to take the following actions:

A. Student-Focused Remedies

1. By December 15, 2013, the College will establish an account credit for the Complainant to be applied toward any outstanding balances owed to the College by the Complainant or to any future educational expenses incurred by the Complainant at the College. The credit shall be the greater of the following amounts: (a) \$538.80; or (b) the amount equal to the educational expenses billed to the Complainant during the fall 2012 semester for enrollment in Computer Application in Home and Business (CSCI 1200), and including any fees or penalties related to her withdrawal from said course.
2. The College will ensure that the Complainant's ability to register for College courses is not impeded in any manner due to any outstanding expenses owed to the College or the State of Minnesota related to her withdrawal from CSCI 1200 in the fall 2012.
3. By December 15, 2013, the College will convert the grade of "withdrawal" in the Complainant's academic record for CSCI 1200 in the fall 2012 semester to a retroactive drop with the result that the course will not appear on Complainant's transcript. By that same date, the College will also send written notice to the Complainant regarding her updated academic record.

REPORTING REQUIREMENT: By December 31, 2013, the College will provide a report to OCR with supporting documentation demonstrating that the College has implemented item A.1. Specifically, the College's report will include an explanation as to the manner in which it determined the total dollar amount to credit the Complainant as required by item A.1.

REPORTING REQUIREMENT: By December 31, 2013, the College will provide a report to OCR with supporting documentation demonstrating that the College has implemented items A.2 and A.3. The report will include a copy of the Complainant's updated accounts indicating no expenses are owed related to the fall 2012 CSCI course, her academic record, and a copy of the written notice sent to the Complainant regarding her updated academic record and account balance.

The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the College understands that, during the monitoring of this Agreement, 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 of this Agreement and is in compliance with the Title II implementing regulation at 28 C.F.R. § 35.130(a), and 28 C.F.R. § 35.130(b)(7), and the Section 504 implementing regulation at 34 C.F.R. §104.4(a), and 34 C.F.R. § 104.44(a), which were at issue in this case.

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 Title II implementing regulation at 28 C.F.R. § 35.130(a), and 28 C.F.R. § 35.130(b)(7), and the Section 504 implementing regulation at 34 C.F.R. §104.4(a), and 34 C.F.R. § 104.44(a), which were at issue in this case.

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 or judicial proceedings to enforce the specific terms and obligations of 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.

Approved and agreed to on behalf of Minneapolis Community and Technical College.

Mr. Phillip Davis
President
Minneapolis Community and Technical College

Date