

**RESOLUTION AGREEMENT**  
**Sherman College of Chiropractic**  
**OCR Complaint No. 11-15-2074**

Sherman College of Chiropractic (the College) agrees to fully implement this Resolution Agreement (the Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-15-2074. This Agreement does not constitute an admission by the College of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR.

**COMMITMENTS**

1. The College will allow the Complainant to re-take an XXXX within 90 days of the date of this Agreement. The College will grade the Complainant's new XXXX. The testing and grading will be performed by a staff member other than the individual who originally graded the exam or any individual alleged to have engaged in discrimination/retaliation by the Complainant. If the result of the new grade differs from the original, the College shall replace the original grade with the new grade within 10 calendar days of the completion of the new grading. Any change to this grade does not in any way provide Complainant with any rights to reinstatement at the College. Complainant's only avenue for possible re-admission is through Paragraph 5 below.
2. Within 90 days of the date of this Agreement, the College will re-review the Complainant's request to take the courses titled XXXX at the same time. The re-review will be conducted by someone other than the individual who made the initial decision not to permit the Complainant to enroll in both courses at the same time. If the College's review determines that the Complainant should have been allowed to take these courses at the same time, the College shall offer the Complainant the opportunity to enroll in these courses if she is re-admitted pursuant to Paragraph 5 below. If the decision is that Complainant should have been allowed to take these courses at the same time, then this will be considered by the individual who is making the assessment in Paragraph 5 below. The College will also determine whether, at the time of her request, the Complainant was eligible to enroll for XXXX (even if she is found ineligible to simultaneously enroll in XXXX) and inform OCR and the Complainant as to its determination.
3. Within 90 days of the date of this Agreement, 2016 the College will review the process by which the Complainant was provided with her course schedule to determine whether other students received their schedules at an earlier date than the

Complainant. The College will ensure that students with disabilities have the same notice of their upcoming course schedule as other students at the College.

4. Within 90 days of the date of this Agreement, the College will re-review the process by which the Complainant was informed of the number of credits that successfully transferred to the College from her previous institution and the process by which the determination of which credits would be accepted/denied was made, to determine whether the College followed the same process for the Complainant as it did for other, non-disabled students. The re-review shall be conducted by an individual who did not have a role in the original determination. The College shall identify any steps that can be taken to ensure that the College's process for communicating this information is clearly articulated to relevant staff and provides the same information to all students, regardless of their disability status. OCR will be provided an opportunity to review this process and approve any changes.
5. Within 90 days of the date of this Agreement, the College will review its decision to administratively withdraw the Complainant. The review will be conducted by XXXX was not involved in the initial decision to administratively withdraw the Complainant. The College will provide OCR with a statement outlining its review and findings for its own review and approval. If the College determines that its actions related to the Complainant were improper, discriminatory, in violation of policy or in error, the College shall readmit the Complainant at no additional tuition cost to her for the first quarter after readmission, and provide OCR with documentation of its offer of readmission. If the Complainant is offered readmission and accepts the offer she shall be required to provide the College an update and supporting documentation regarding any alleged disability and need for a reasonable accommodation.

### **Reporting Requirements**

- a. Within 5 days of the date of this Agreement, the College will provide OCR with documentation indicating its written offer to the Complainant allowing her the option of retaking the XXXX exam from Item 1, above. If the Complainant accepts the offer, the College will provide OCR with the scheduled date of the re-examination within 5 days of the Complainant's acceptance.
- b. Within 90 days of the date of this Agreement, the College will provide OCR with a copy of the grade of the Complainant's new XXXX exam. Within 10 calendar days of the College's submission to OCR, the College will provide OCR with documentation confirming that any changes to the Complainant's transcript required by item 1 have been made.

- c. Within 90 days of the date of this Agreement, the College will provide OCR with a copy of its decision regarding the Complainant's ability to enroll in both XXXX at the same time, and, if appropriate, a copy of the College's offer to the Complainant allowing her to enroll in both courses at the next opportunity.
- d. Within 90 days of the date of this Agreement, the College will provide OCR with documentation of its review of its process for providing students with their course schedules and if it identified any concerns or made any changes recommendations related to ensuring that the process is equitable to all students, regardless of disability status. OCR will be provided an opportunity to review the process and approve any changes.
- e. Within 90 days of the date of this Agreement, the College will provide OCR with documentation of its review of the Complainant's transfer credit determination, including specific reasons for any denials of credit transfers.
- f. Within 90 days of the date of this Agreement, the College will provide OCR with documentation of its review of the process by which students are informed of the number of credits that successfully transfer from a previous institution and any recommendations made to ensure that the process communicates this information to all students, regardless of their disability status. OCR will be provided an opportunity to review and approve the process and any changes.
- g. Within 90 days of the date of this Agreement, the College will provide OCR with confirmation that it has reviewed the decision to administratively withdraw the Complainant from the College. If the College determines that the Complainant's dismissal was based on her disability and that no legitimate, non-discriminatory reason for the dismissal existed, it will provide OCR with documentation confirming that it has provided the Complainant with the opportunity to re-enroll in writing and at no additional tuition cost to her for the first quarter after readmission.

TRAINING

6. The College will provide training to staff who work directly with students, including School administration, on the College's obligation under Section 504 to safeguard against disability-based discrimination and harassment. The training will include examples of conduct that constitutes disability-based discrimination and harassment. The training will take place prior to the end of the Fall 2016 Quarter.

### **Reporting Requirements**

- a. Within 30 days prior to conducting the training, the College will provide to OCR an outline of the content of the training, including a copy of training materials, and the name and credentials of the individual(s) who will provide the Section 504 and disability-based discrimination and harassment training to College staff for OCR's review and approval.
- b. Within seven (7) calendar days of the date of the training, the College will provide to OCR documentation confirming that the training occurred, including: the training agenda, the date on which the training was held, and a list of the individuals present at the training.

The College understands that OCR will not close 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 and Title II, which were at issue in the complaint.

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 this Agreement. Further, the College understands that during the monitoring of this Agreement, if necessary, OCR may visit the College, interview staff and groups of students, and request such additional reports or data as are necessary for OCR to determine that the College has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in the complaint.

The College understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (24 C.F.R. §§ 100.9, 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.

\_\_\_\_\_/S/\_\_\_\_\_  
Superintendent or designee

\_\_\_\_\_/7/11/16\_\_\_\_\_  
Date