

**Resolution Agreement**  
**West Shore Community College**  
**OCR Docket #15-15-2009**

West Shore Community College (the College) voluntarily submits the following Agreement (the Agreement) to the U.S. Department of Education's Office for Civil Rights (OCR) to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, as well as 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, and to resolve the above-referenced complaint. Through signing this Agreement, the College does not admit any violations of any federal, state, or local laws. The College agrees to take the following actions:

**Action Steps**

1. By June 15, 2015, the College will review the academic adjustments that individual student in this case (Student) previously submitted to the College in October 2014 and:
  - a. determine whether it needs additional documentation, beyond that already submitted to the College by the Student, to respond to the Student's request. The College may request that the Student provide reasonable documentation prepared by a qualified professional of the existence of a current disability (a mental or physical impairment that substantially limits one or more major life activities) and information sufficient to assist the Student and the College in identifying appropriate academic adjustments. Should the documentation submitted by the Student be determined by the College to be inadequate, the College will notify the Student in a timely manner why it believes the documentation is inadequate and what additional documentation is needed to support the existence of a disability and/or the requested services; and
  - b. engage in an interactive discussion with the Student to clarify the functional effects of the Student's disability in relation to the barriers posed to her participation in the College's XXXXXXXXXXXX XXXX course and the nature and effectiveness of possible services to determine appropriate academic adjustments. The College will not request information unrelated to the disability for which an accommodation is being sought.
2. The College is not required to provide services that would fundamentally alter the nature of the XXXXXXXXXXXX XXXX course. Prior to refusing any requested academic adjustment on that basis, however, the College will:
  - a. convene a committee comprised of persons knowledgeable about the Student's disability, including Disability Access Services staff, and about the XXXXXXXXXXXX XXXX course, such as faculty and Department chairs, to engage in a careful, thoughtful deliberation of: the XXXXXXXXXXXX XXXX course requirements at issue; whether such requirements are essential; the

feasibility, cost, and effect on the course of the requested academic adjustments; and any available alternatives. The committee, only after engaging in such a deliberative process, will reach a rationally justifiable conclusion as to whether the requested academic adjustment would fundamentally alter the program or lower essential academic standards; and

- b. document the conclusions reached and why and provide copies of the documentation to the College's Disability Access Services Office.
3. The College will deny the Student requested academic adjustments only if it determines that they will fundamentally alter the XXXXXXXXXXXX XXXX course or lower or waive essential academic standards. Any such denial decision will be sent in writing to the Student and will include an explanation of the reasons for that determination and her right to appeal the determination through the College's disability grievance procedures.
4. The College will develop written procedures to apply to all students with disabilities that outline the steps to be followed when such students request academic adjustments, as well as the requirements set forth above in items 2-3 regarding the interactive and deliberative processes the College will follow.

### **Reporting Requirements**

1. By July 1, 2015, the College will provide OCR with documentation of its implementation of Action Steps 1-3.
2. By August 3, 2015, the College will submit to OCR its procedures developed pursuant to Action Step 4 above for review.
3. Within sixty (60) calendar days of written notification from OCR that the procedures developed pursuant to Action Step 4 above meet Section 504 requirements, the College will provide documentation that such procedures have been published on the College's website and that staff and students have been notified in writing of the procedures and where copies may be obtained.

### **General Requirements**

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 regulation implementing Section 504 at 34 C.F.R. § 104.44(d), as well as the regulation implementing Title II at 28 C.F.R. § 35.130(b)(7).

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 regulation implementing

Section 504 at 34 C.F.R. § 104.44(d), as well as the regulation implementing Title II at 28 C.F.R. § 35.130(b)(7).

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, 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/

04/30/2015

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West Shore Community College  
Interim President or designee

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Date