

Resolution Agreement
Capital Community College
OCR Complaint No. 01-11-2052

To resolve compliance concerns identified by OCR in its investigation, the College agrees to take the following actions:

Action Steps

1. The College agrees to a one-time waiver of tuition and fees for the Student to re-take the nine (9) credit XXX 111 course in which the Student previously earned a XX and also to a one-time waiver of tuition and fees for the next course in sequence, XXX 112 also consisting of nine (9) credits which the Student agrees to take following her successful completion of XXX 111, in lieu of reimbursing the Student the \$1,000 she spent for the interpreter. The College agrees that it will be unnecessary for the Student to take any preadmission tests prior to re-taking the XXX 111 and 112 courses.
2. The College agrees that the Student may complete the XXX 111 and XXX 112 courses described in #1 at any time before December 31, 2016.
3. The College agrees to rescind the Student's academic probation immediately and to remove the XX earned in the XXX 111 course from the Student's transcript through an administrative withdrawal thereby replacing the XX with a "W".
4. The College agrees to provide a letter to the Student confirming her right to complete XXX 111 and 112 any time before December 31, 2016, with a one-time waiver of related tuition and fees pertaining to these courses.
5. The College agrees to ensure that oral interpreters are provided for any courses in which the Student enrolls in the future, including the courses listed above, as well as any other academic adjustments the College and the Student have agreed are appropriate, subject to the Student providing to the College 30 days advance notice of such request.
6. By December 1, 2014, the College will draft an update of its procedures for requesting academic adjustments. If students must bring any documents with them to the disabilities office other than their documentation of their disabilities (e.g. a letter showing admission to the College, a particular program with a College, or evidence of registration), the updated procedures will specify which documents need to be brought. The College will not require students to bring in proof of admission or registration if that information is readily available in the College's computer databases to staff who are processing the student's request for academic adjustments. The College will submit the updated procedures to OCR for review and approval by December 1, 2014.

7. The College will develop procedures to ensure that students with hearing impairments who make a timely request for interpreter services (i.e. who request interpreter services at least 30 days before the semester begins) will receive those services when classes begin. The College agrees to process requests for interpreter services promptly upon receipt of a request to assure that interpreter services are available when needed.
8. When the Commission on the Deaf and Hearing Impaired/Department of Rehabilitative Services is unable to provide an interpreter to a student who has made a timely request for interpreter services, the College will seek interpreter services from other interpreters who have registered with the Bureau of Rehabilitative Services and meet the qualifications described in Conn. Gen. Stat. Section 46a-33a(c.)
9. In its publications (both online and in print) informing students and prospective students about services for students with disabilities, the College will note that because of the high demand for interpreters for students with hearing impairments, requests for such services should be made as far in advance as possible.

Reporting Requirements

1. By October 1, 2014, the College agrees to provide evidence that the Student's academic probation has been rescinded and that the grade for the XXX 111 class has been removed from her transcript.
2. By September 15, 2014, the College will provide a copy of the letter provided to the Student in Action Item #3 above.
3. By December 1, 2014, the College will submit its updated procedures to OCR for review and approval, as specified in Action Item #6 above.
4. By June 30, 2015, the College will submit copies of all student requests for sign language interpreters in the 2014-15 school year and documentation showing how and when those requests were filled.

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 regulations implementing Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, as well as their implementing regulations at 34 C.F.R. Section 104.44 and 28 C.F.R. Sections 35.130 and 35.160, which were at issue in this investigation.

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 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, as well as their implementing regulations at 34 C.F.R. Section 104.44 and 28 C.F.R. Sections 35.130 and 35.160.

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.

Date 8/27/14

By: /s/
Wilfredo Nieves