

**RESOLUTION AGREEMENT**  
**Springfield College**  
**OCR Complaint No. 01-19-2131**

Springfield College (College) has voluntarily entered into this agreement to resolve the allegation in the above-referenced complaint. The College agreed to resolve this complaint prior to the completion of OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*. The College assures that it will take the following actions.

**Action Item 1: Policies and Procedures**

- a. By **January 1, 2020**, the College will revise relevant documents, policies, and related webpages to describe the process to be followed in deciding and implementing disability-related dining accommodations. Specifically, the process will include (and relevant documents, policies, and related webpages will be revised to reflect) the following:
  - i. The College will designate a College employee (Designated Employee) to be the responsible person for all requests for reasonable modifications for disabilities on the basis of food allergies, celiac disease, or other disabilities requiring a special diet (collectively, "food allergies"). The Designated Employee's title should reflect this role.
  - ii. The College will notify students with food allergies who are requesting reasonable modifications to contact the Designated Employee and will explain the forms and documentation required for such requests. All relevant documents, policies, and related webpages will contain the Designated Employee's name, title, and contact information.
  - iii. Upon receiving a request or inquiry regarding reasonable modifications, the Designated Employee, or his or her designee (who will receive training per Action Item 3(a)), will meet with the student individually and work with the student cooperatively to fashion an individualized plan for the student. After engaging in this interactive process, the Designated Employee, or his or her designee, will provide the requesting student with written documentation of the individual food modification plan. The Designated Employee will have an oversight role in any case where his or her designee is involved in the dining accommodations process. The College recognizes that the modification process may be an ongoing one that requires additional changes throughout the student's enrollment at the College and will work with the student to update his/her modification plan, as necessary. The College acknowledges that, depending on individual circumstances, there may be instances where the outcome of the interactive process is that the College must allow a student to be exempt from the mandatory meal plan as a reasonable modification.
  - iv. The College will ensure that modifications are provided in the most integrated setting appropriate to the student's needs.

- v. The College will cross-reference or provide a link to the College’s Section 504 grievance procedures.
- b. The College will develop and implement a plan to disseminate information about its revised dining accommodations process to all students and staff.

**Reporting Requirement 1:**

- a. By **January 1, 2020**, the College will submit its proposed revisions to the documents, policies, and webpages (described in Action Item 1(a)) to OCR for review and approval.
- b. **Within 30 days of receiving OCR’s approval**, the College will provide OCR with copies of the revised documents, policies, and webpages; and evidence of their dissemination (e.g., handbooks, links to webpages) as required by Action Item 1(b).

**Action Item 2: Food Allergies Plan**

By **January 1, 2020**, the College will develop a comprehensive plan to ensure that students with food allergies have an equal opportunity to participate in and/or benefit from its dining services as fully as students without disabilities. In developing the plan, the College will consider, for example, food safety (e.g., risk of cross-contamination), the variety of food choices available to students with food allergies, and the most integrated settings appropriate to the students’ needs. The College will also solicit input (e.g., survey, focus group) from students requiring disability-based dining modifications regarding the College’s current dining services to inform the plan. Lastly, the plan must include sufficient food safety and quality assurance procedures, backed by properly trained personnel and adequate financial resources, to ensure full implementation.

**Reporting Requirement 2:**

- a. By **January 1, 2020**, the College will provide OCR with a copy of its food allergies plan (described in Action Item 2) and documentation showing that the College has disseminated the plan by email to appropriate College staff and administrators, including the Designated Employee, and Dining Services managers and staff.
- b. By **June 15, 2020**, for the spring semester of the 2019-2020 academic year, the College will provide OCR with documentation showing that the College has taken the necessary steps to implement the plan. Documentation will include, *inter alia*, any relevant procedures or policies, documentation of the food offerings made without specific allergens (including menus), photographs of any designated food preparation areas for meals made without specific allergens, including relevant signage, and any procedures and/or instructions to Dining Services staff regarding food allergies and cross-contamination.

### **Action Item 3: Training**

- a. By **April 1, 2020**, the College will provide training to any College staff and administrators who are involved in the process of deciding and/or implementing disability-related dining accommodations, including the Designated Employee (*see* Action Item 1), the Director of the Health Center, the Section 504 Coordinator, and relevant disability services staff, which will include:
  - i. Section 504’s prohibition against discrimination on the basis of disability, including disabilities related to food allergies;
  - ii. The College’s obligation to ensure that no qualified individual with a disability shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any postsecondary education aid, benefits, or services; and
  - iii. The College’s updated procedures for students requesting disability-related dining accommodations and its food allergies plan (*see* Action Items 1 & 2).
  
- b. By **April 1, 2020**, the College will ensure training is provided to all Dining Services administrators, managers, and staff, which will include:
  - i. Instruction on food allergies, including food products that contain allergens, cross-contamination, and proper food storage and preparation;
  - ii. Instruction on how to handle inquiries regarding food allergies, including questions regarding ingredients and sub-ingredients in the meals; and
  - iii. Instruction for managers of the procedure for students seeking disability-related dining accommodations.

**Reporting Requirement 3:** By **April 1, 2020**, the College will provide OCR with documentation demonstrating that the trainings were delivered in accordance with this Agreement, including agendas, copies of all training materials, and attendance sheets from the trainings.

### **Action Item 4: Individual Remedy**

By **January 1, 2020**, the College will reimburse the Complainants for the cost of the Student’s meal plan for the XXXXX semester of the XXXXX academic year.

**Reporting Requirement 4:** By **January 1, 2020**, the College will provide documentation to OCR demonstrating that it has fulfilled Action Item 4.

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 the

Agreement. Further, the College understands that during the monitoring of this Agreement, if necessary, 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 and obligations of this Agreement. Upon the College's satisfaction of the commitments made under the Agreement, OCR will close the case.

The College understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the College's representative below.

By: /s/ \_\_\_\_\_ Date: December 4, 2019  
Linda Morgan, Esq.; Vice President & General Counsel