

RESOLUTION AGREEMENT
American International College
OCR Complaint No. 01-20-2228

American International College (College) has voluntarily entered into this agreement to resolve Allegation #1 in the above-referenced complaint (Agreement) prior to the completion of OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*. The College denies all allegations of unlawful conduct in the above-referenced complaint, and this Agreement shall not be construed or considered to be an admission by the College of liability, noncompliance with any law, or any other wrongdoing.

The College assures that it will take the following actions:

Action Item 1

By **January 31, 2021** the College will provide Section 504 training to all staff in the Center for Accessibility Services and Academic Accommodations. The training will include discussion of the following:

- An explanation that a qualified person with a disability may not be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any postsecondary aids, benefits, or services on the basis of disability;
- An explanation that the College must modify its academic requirements as necessary to ensure that such requirements do not discriminate or have the effect of discriminating on the basis of disability against a qualified student with a disability;
- An explanation that although the College is not required to make adjustments or provide aids or services that would result in a fundamental alteration of a program, the College must make an individualized determination that a specific standard or requirement is an essential program requirement that cannot be modified, via a careful, thoughtful, and rational review of the academic program and its requirements, in which the decision-makers also consider a series of alternatives for the essential requirements, as well as whether the essential requirement in question can be modified for a specific student with a disability;
- Similarly, an explanation that although the College is not required to make adjustments or provide aids or services that would impose an undue burden on the College, generalized conclusions are not sufficient to support a claim of undue burden. Instead, a determination of an undue burden must be based on an individualized assessment of current circumstances that show a specific

academic adjustment or auxiliary aid would cause significant difficulty or expense in consideration of the College's resources as a whole;

- An explanation that, if the College denies a request for an academic adjustment, it should clearly communicate the reasons for its decision to the student so that the student has a reasonable opportunity to respond and provide additional documentation that would address the College's objections; and
- The College's policies and procedures for requesting academic accommodations.

Reporting Requirements

1. By **March 1, 2021**, the College will provide to OCR:
 - a. A list of the individuals who attended the training and their positions;
 - b. The date(s) the training was conducted; and
 - c. Copies of any training materials disseminated.

Action Item 2

Within **ten (10) calendar days of the date of this Agreement**, the College will send a written (email and US mail) invitation to the Complainant, giving her thirty (30) days to accept. This invitation will offer to meet with her to discuss the ways in which the University may support the Complainant's continuing education.

Should the Complainant accept this invitation, the College's 504 Coordinator, Interim Director of the College's Division of XXXXXXXXXXXXXXXXXXXX, Interim Executive Vice President of Academic Affairs, and Chief of Staff will meet with the Complainant at a mutually agreeable date and time during the 15 calendar days following the Complainant's acceptance to discuss the above-referenced topics, provided, however, that this 15 calendar day period shall be tolled from December 23, 2020 through January 3, 2021, during which time the College will be closed.

Reporting Requirements

1. Within **seven (7) days** of meeting with the Complainant, the College will provide OCR:
 - a. a copy of the written invitation sent to the Complainant;
 - b. a statement regarding whether the Complainant accepted the invitation; and, if so,
 - c. a summary of the discussion at the meeting and any determinations reached regarding Action Item 2.

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/ President _____ Date: _____ 12-8-2020 _____
Name and Title