

## **RESOLUTION AGREEMENT**

### **Finger Lakes Health College of Nursing OCR Case No. 02-18-2035**

In order to resolve Case No. 02-18-2035, the Finger Lakes Health College of Nursing (the College) assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104.

#### **Action Item 1:**

By September 14, 2018, the College will offer the complainant, in writing, the option to reenroll in the College's XXXXXXXXXXXX XXXXX program (the program) and re-take XX XXX and XX XXXX (the courses) at no charge during the XXXX XXXX semester. The College will allow at least thirty (30) calendar days for the complainant to respond. If the complainant elects to reenroll in the program, the College will ensure that all approved academic adjustments and auxiliary aids and services are provided to the complainant for the duration of her enrollment in the program. It is understood and agreed that should the complainant accept the offer to reenroll in the program and successfully pass the courses, any further participation by the complainant in the College's program shall be at the complainant's expense. It is further understood and agreed that should the complainant reject the College's offer of reenrollment or fail to respond to the College's offer of reenrollment within thirty (30) calendar days, the College shall have no further obligation to offer reenrollment to the complainant or to accept the complainant into the program. It is further understood and agreed that should the complainant accept the offer of reenrollment, the complainant shall be subject to the same academic standards and requirements and the same standards of conduct as all other students enrolled in the program.

#### **Reporting Requirements:**

- (a) By September 21, 2018, the College will provide documentation to OCR demonstrating that it made the offer to the complainant, via certified mail, consistent with Action Item 1.
- (b) By October 22, 2018, the College will provide to OCR documentation of the complainant's response, if any, to the offer made consistent with Action Item 1.
- (c) If the complainant elects to reenroll in the program and retake the courses, the College will provide to OCR a copy of the complainant's transcript indicating the complainant's grades for the courses, within thirty (30) days of completion of the courses.
- (d) If the complainant elects to reenroll in the program and retake the courses, the College will provide to OCR, within thirty (30) days of completion of the courses, any documentation demonstrating and/or a written statement indicating that the

College provided all approved academic adjustments and auxiliary aids and services to the complainant in the courses.

**Action Item 2:**

By November 2, 2018, the College will provide training to all College staff, faculty and administrators responsible for processing requests and/or providing academic adjustments and auxiliary aids and services to students with disabilities. The training will include a discussion of the College's obligation to provide qualified individuals with disabilities with any academic adjustments and/or auxiliary aids or services, in accordance with the regulation implementing Section 504; and the College's process for reviewing and responding to requests for academic adjustments and/or auxiliary aids and services.

**Reporting Requirement:** By November 16, 2018, the College will provide documentation to OCR demonstrating that training was provided consistent with Action Item 2 above, including: (a) the name(s) and credentials of the individual(s) who conducted the training; (b) a list of the individuals who attended the training and their positions; (c) the date(s) the training was conducted; (d) a description of the content, scope, and duration of the training provided; and, (e) copies of any training materials disseminated.

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 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. Upon the College's satisfaction of the commitments made under this Agreement, OCR will close this case.

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 sixty (60) calendar days to cure the alleged breach.

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

9/10/2018  
Date

/s/  
Dean  
Finger Lakes Health College of Nursing & Health  
Sciences