

VOLUNTARY RESOLUTION AGREEMENT
Montgomery County Community College
OCR Complaint #03142284

In order to resolve the above-referenced complaint filed with the United States Department of Education, Office for Civil Rights (OCR), under 504 of the Rehabilitation Act of 1973, at 34 C.F.R. Part 104 (Section 504), and Title II of the Americans with Disabilities Act of 1990, at 28 C.F.R. Part 35 (Title II), which prohibit discrimination on the basis of disability, Montgomery County Community College (the College) voluntarily enters into this Resolution Agreement (Agreement) and makes the following commitments to OCR.

This Agreement does not constitute an admission of liability on the part of the College and does not constitute a determination by OCR of any violation of any of the regulations enforced by OCR.

Action Step #1

By January 15, 2015, the College will send a memorandum to all personnel in its Disability Services Office, reminding them 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 service, program or activity of the College and advising them of the process to be followed when considering a student's requests for academic adjustments and auxiliary aids and services, as follows:

- The College will engage in an interactive process with the student, which may include formal requests for documentation.
- This process will include consideration of any recommended reasonable modification or adjustment that would enable the student to have an equal opportunity to benefit from the academic program and will take into consideration such factors as: the extent of the student's disability; the student's prior use of auxiliary aids; the nature and complexity of program content; and the modes through which course content is presented.
- The person(s) making any decision whether a student requires auxiliary aids and the auxiliary aids to be provided will be knowledgeable and informed about (or will make the decision based upon documentation received from a person who is knowledgeable and informed about) the nature of the student's disability, and the effect of that disability on the student's performance in all aspects of the program, including the consideration of academic requirements, and the existence of any modifications or auxiliary aids to assist the student in completing the program. The process may include consultation with course instructors or specialists familiar with the student's disability, where appropriate. As part of this process, the College may consider whether the academic adjustments/auxiliary aids and services being requested constitute a fundamental alteration of the nature of the program being offered by the College. Any determination regarding essential course/program requirements will include a reasoned deliberation by an individual(s) with relevant training, knowledge and experience in the subject area/course of study that includes a careful, thoughtful and rational review of the academic program and its requirements and available options/alternatives as essential requirements.

- The process will ensure that the College denies a student a requested academic adjustment or auxiliary aid only after conducting an appropriate and specific inquiry. Moreover, as part of this process, the College will consider if there are any other reasonable alternatives or available options to the academic adjustment or auxiliary aid or service being requested by the Student, and if so, it will provide such services. When denying a requested service, the College will notify students in writing, including the procedures for appealing such decisions.
- Additionally, the memo will expressly state that qualified students with disabilities are eligible to enroll in the full range of courses offered by the College, including both instructor-led courses and on-line courses.

Reporting Requirements

By January 30, 2015, the College will submit a copy of the memorandum distributed pursuant to Action Step #1, along with evidence of distribution of the memorandum, including a list of the persons (name and title) who received it and the method for its issuance.

Action Step #2

By January 15, 2015, the College will send a letter to the Student, via certified mail, advising XXXXXXher_ that, upon written request within 12 months of the date of the College's letter, the Student may be XXXXXX.

Reporting Requirements

By January 30, 2015, the College will submit to OCR a copy of the letter sent pursuant to Action Step #2.

Action Step #3

If, at any time from the date the letter is sent to the Student XXXXXX. XXXXXX. XXXXXX. XXXXXX. XXXXXX. The College will make an individualized determination regarding the Student's request(s) following the specific process outlined in the memorandum under Action Step 1 and should be completed within 15 days of the meeting. Upon the conclusion of the interactive process, the College shall inform the Student in writing of its determination. The College's letter to the Student will also inform XXXXXX to request a review of the determination pursuant to the College's Section 504 grievance procedures.

Reporting Requirements

- If the Student does not request to be XXXXXX, the College will notify OCR of such by January 31, 2016, and there will be no further obligations under this Agreement
- XXXXXX. XXXXXX. The College will also provide OCR with copies of any appeal documents, including decisions issued by the College, as applicable.

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, at 34 C.F.R. § 104.44, and Title II, at 28 C.F.R. §§ 35.130(b)(7) and 35.135, which were at issue in this complaint.

The College understands that OCR will not close the monitoring of this Agreement until it determines that the College has fulfilled the terms of this Agreement and is in compliance with the regulations implementing at 34 C.F.R. § 104.44, and Title II, at 28 C.F.R. §§ 35.130(b)(7) and 35.135, which were at issue in this complaint.

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/

President and/or Designee
Montgomery County Community College

12/10/14

Date