

**Palm Beach State College (Florida)**  
**Resolution Agreement**  
**Complaint # 04-18-2408**

OCR and the Palm Beach State College (College) enter into this agreement to resolve the allegations in the above-referenced complaint. The College assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the following actions to comply with 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, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively. This agreement does not constitute an admission of wrongdoing, liability, or violation of any of the laws or regulations referenced in this agreement by the College.

**Individual Relief:**

1. By April 30, 2019, any record of the Student's Spring 2018 Anatomy and Physiology class grade shall be expunged from her transcript, and all grades for this class removed from her records.

**REPORTING REQUIREMENT:** By May 15, 2018, the College shall provide Complainant's official transcript to OCR, as well as copies of any other documents that have been amended pursuant to this agreement.

2. By May 1, 2019, the College shall inform the Complainant that she will not be charged for tuition and fees to re-take her Anatomy & Physiology class from Spring 2018.<sup>1</sup>

**REPORTING REQUIREMENT:** By May 15, 2019, the College shall provide OCR with proof of communication with the Complainant about her ability to retake her Spring 2018 Anatomy and Physiology class, at the College's expense.

3. If/when the Student returns to the College for classes, Disability Services at the College will send the Student a letter within fifteen (15) days of her enrollment setting an appointment to re-engage the Student on the interactive process regarding how to accommodate the Student's mobility issues. Whatever mobility accommodations the College and Student agree to at that time, shall be the consistent accommodation that the Student receives across all campuses and for the rest of her time at the College, absent a significant change in disability status.

**REPORTING REQUIREMENT:** Within thirty (30) days of the Student's re-enrollment at the College, the College shall provide OCR with proof of communication with the Complainant setting a meeting regarding any mobility accommodations she may need. Within thirty (30) days of that meeting taking place, the College must provide OCR with any documentation, notes, or other information regarding the results of that meeting.

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<sup>1</sup> OCR understands that there is an issue between the Student and the College regarding the Student's transcripts from prior colleges she attended. This one-time duty on the part of the College through this provision of the Resolution Agreement does nothing to modify, waive, or limit other actions the College may need to pursue with regard to other courses vis-à-vis the Student in the event that the transcript issue is not resolved.

**Training**

- 4. On or before July 5, 2019, the College will provide general Section 504/Title II training to the College administrators and Disability Support Services staff members on the College campuses regarding the College’s duties to students with disabilities under Section 504 and Title II, especially with regard to the College’s duty to engage in the interactive process with students concerning requested academic adjustments, auxiliary aids, and services, as outlined in 34 C.F.R.§104.43-44.

**REPORTING REQUIREMENT:** On or before July 19, 2019, the College will provide OCR with documentation showing that it has provided training in accordance with Item 4. The documentation will include the following: (a) date(s) of the training, (b) the agenda, (c) a copy of handouts or any PowerPoint materials used during the training, (d) the name(s) and qualifications of the individual(s) who provided the training, and (e) dated sign-in sheet(s) containing of the individuals who attended the training.

The College understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the recipient understands that during the monitoring of the Agreement, if necessary, OCR may visit the recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the recipient has fulfilled the terms of the Agreement. Upon the recipient’s satisfaction of the commitments made under the Agreement, OCR will close the case.

The College understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR will give the recipient 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.

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Ava Parker, President  
 or designee  
 Palm Beach State College, Florida

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Date