

**RESOLUTION AGREEMENT**  
**OCR Case No. 05-15-2117**  
**XXXXXXXXX School of Kennedy-King College**

City Colleges of Chicago (College) enters into this Resolution Agreement (Agreement) to ensure its compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. §104.7(b), and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. §35.107(b), which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

To ensure compliance with above-referenced statutes and their implementing regulations with respect to the issues raised in this complaint, the College voluntarily agrees to take the following actions. Nothing in this Agreement shall be construed to be an admission of liability or wrongdoing by the College.

**TRAINING OF COLLEGE PERSONNEL**

- 1) By October 31, 2015, the College will require the administrators and faculty at the XXXXXXXXXXXXXXXXXXXX School of Kennedy-King College to complete effective training relating to the College's policies and procedures regarding the provision of academic adjustments, auxiliary aids and services, and modifications necessary for students with disabilities to participate in and benefit from the College's educational services, pursuant to Section 504 and Title II. At a minimum the training will encompass the following:
  - a) A reminder of the College's commitment to equal opportunity with respect to admissions and participation in its programs, services, and activities as required by Section 504 and Title II.
  - b) An overview of Section 504 and Title II, including:
    - i. an explanation of what constitutes discrimination and retaliation, and examples of conduct that may constitute discrimination and retaliation under Section 504 and Title II;
    - ii. a description of how the laws' nondiscrimination provisions apply to students and employees including the College's obligation to provide academic adjustments and modifications to students with disabilities;
    - iii. a detailed discussion and explanation of the College's nondiscrimination policies and procedures, including an explanation of what constitutes discrimination and retaliation under the College's policies, examples of conduct that may constitute discrimination and retaliation; and where the College's policies and procedures are located on Kennedy King College's website;
    - iv. an explanation of the role of the College's Equal Opportunity (EEO) Office and the names and contact information for the individuals to whom a report of

- discrimination may be brought, including but not limited to the name and contact information for Kennedy King College's Section 504 Coordinator;
- v. an explanation of the role of the Disability Access Center (DAC) and the names and contact information for the designated staff member(s) from whom students or others may request academic adjustments, auxiliary aids and services, and modifications;
  - vi. an explanation of what XXXXXXXXXXXXXXXXXXXX School of Kennedy King College personnel must do if an individual discloses a disability that may require academic adjustments, auxiliary aids and services, and modifications;
  - vii. an explanation of the disciplinary sanctions related to findings of violations of the College's nondiscrimination policies and procedures, including the College's policy prohibiting retaliation and intimidation; and
  - viii. the existence of OCR and its authority to enforce the aforementioned laws.

- c) The College will provide effective training described in this item to any administrators, faculty, staff or responsible employees who are hired after October 31, 2015, within 90 business days of the new employee's date of hire.

At the conclusion of the training for any administrators and faculty described in this item, the College will assess the employees who participated in the training to ensure their understanding and retention of the key concepts discussed in the training, including the College's policies and procedures.

**REPORTING REQUIREMENT:** By December 1, 2015, the College will provide OCR with documentation that it has provided the training referenced in Item 1 of the Agreement, including the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, a summary of the assessment results, and a list of College employees who successfully completed the training.

### **INDIVIDUAL REMEDIES**

- 2) By September 30, 2015, the College will send a letter to the Complainant informing her:
  - a) That it will take immediate steps to dismiss the lawsuit filed by the XXXXXXXX School against her in June 2014 to collect the outstanding tuition balance the Illinois Department of Human Services, Division of Rehabilitation Services (DORS) did not pay as a result of the Complainant's withdrawal from the XXXXXXXX Program.
  - b) That she is readmitted to the XXXXXXXX Program or that she may seek admission to any comparable program of her choosing that the College offers.
  - c) That it has revised the Complainant's transcript to eliminate any record that she enrolled in and withdrew from the XXXXXXXX Program, and enclosing a copy of her revised transcript.

- d) That it will cover the cost of the XXXXXXXX School or any one program that Kennedy King College offers in which the Complainant enrolls, less any funding from DORS or other grants or scholarships that the Complainant may obtain.
- e) That it has taken steps to ensure that the administrators and faculty of the program in which Complainant chooses to enroll are trained in accordance with Item 1 of this Agreement.
- f) Of the name and contact information of an individual in the DAC who is responsible for assisting the Complainant with obtaining any necessary academic adjustments, auxiliary aids and services, and/or modifications.

**REPORTING REQUIREMENT:** By December 1, 2015, the College will provide documentation to OCR that it has implemented Item 2 of the Agreement including a copy of the letter sent to the Complainant and documentation that it has taken the steps detailed in the letter.

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, the OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for the OCR to determine whether the College has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II regulations, at 34 C.F.R. §104.7(b) and 28 C.F.R. Part 35.107(b), respectively, which were at issue in this complaint.

The College understands that the OCR will not close the monitoring of this Agreement until OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II regulations, at 34 C.F.R. §104.7(b) and 28 C.F.R. Part 35.107(b), respectively, 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 or judicial proceedings to enforce the specific terms and obligations of 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.

Approved and agreed to on behalf of City Colleges of Chicago.

\_\_\_\_\_  
For the College

\_\_\_\_\_  
Date