

Resolution Agreement # 05-16-2019

Ivy Tech Community College

Ivy Tech Community College (College) submits the following agreement to the U.S. Department of Education, Office for Civil Rights (OCR) in resolution of OCR complaint #05-16-2019. The College submits this 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 at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35, with respect to the issue raised in the complaint. The College agrees to the following:

1. By May 13, 2016, the College will develop a plan to ensure that each of its programs, activities, or services at the College's Michigan City Campus, when viewed in its entirety, is readily accessible and usable by persons with disabilities. The College may comply with this requirement through means such as reassignment of programs and activities to accessible buildings, delivery of services at alternate accessible sites, alteration of existing facilities and construction of new facilities, auxiliary aids and services, or any other methods that result in making each of its programs and activities accessible to disabled persons. The College is not required to make structural changes in existing facilities when other methods are effective in achieving compliance or if the physical alteration would result in a fundamental alteration in the nature of a service or program. In choosing among available methods for meeting the requirements of this section, the College will give priority to those methods that offer programs, activities, or services to disabled persons in the most integrated setting appropriate after consultation with and giving consideration to the request of the disabled person who will use them.

REPORTING REQUIREMENT: By May 13, 2016, the College will provide for OCR's review and approval a copy of the plan referenced above, including the method, steps and timeframe it proposes to undertake to achieve accessibility for those programs, activities, and services.

2. By August 15, 2016, the College will implement all portions of its plan approved by OCR that do not require renovation or alteration to the Michigan City campus.

REPORTING REQUIREMENT: By August 15, 2016, the College will provide OCR documentation it has implemented the portions of the plan referenced at item #1 that do not require renovations or alterations to the Michigan City campus.

3. By August 15, 2016, the College will complete all renovations or alterations specified in the plan approved by OCR referenced at item #1. To the extent that the College alters or renovates existing facilities or parts of facilities or constructs new facilities, such alternations, renovations, and new construction will conform to the standards for new construction of the 2010 ADA Standards for Accessible Design.

REPORTING REQUIREMENT: By August 15, 2016, the College will provide OCR documentation it has implemented the portions of the plan referenced at item #1 that

require renovations or alterations to the Michigan City campus.

4. By August 15, 2016, the College will provide notice to disabled persons of its willingness to relocate programs, activities, and services to an accessible location and provide the name of a person or office to contact to request the relocation. Such notice will be posted at the main entrance to the Michigan City Campus, in the Disability Support Services office on the Michigan City campus, and on the College's website.

REPORTING REQUIREMENT: By August 15, 2016, the College will submit to OCR documentation it has implemented the provisions of item #4, including copies of the notice(s) and the means by which the notice(s) were provided to students and other individuals with disabilities.

5. By May 13, 2016, the College will offer Student A in writing the opportunity to take any four culinary courses in the 2016-2017 academic year, at no cost. The College will give Student A 60 calendar days to respond to the offer.

REPORTING REQUIREMENT: By May 13, 2016, the College will submit to OCR documentation that it has implemented item #5, including a copy of the written offer. Within 75 calendar days of the written offer, the College will submit to OCR documentation of Student A's response. If the College does not receive a response from Student A within the designated timeframe, the College will submit to OCR documentation establishing proof of service of the written offer to Student A. If Student A accepts the offer, the College will document by the end of the 2016-2017 academic year that it has provided the courses to Student A.

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the recipient has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 regulations, at 34 C.F.R. § 104.22, and Title II, at 28 C.F.R. § 35.150, which were at issue in this case.

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 and other sites that the College uses to offer program accessibility, interview staff and patrons, 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 regulations, at 34 C.F.R. § 104.22, and Title II, at 28 C.F.R. § 35.150. which were at issue in 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 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 60 calendar days to cure the alleged breach.

Agreed to on behalf of Ivy Tech Community College:

Name

Date