

**Resolution Agreement
Black Hawk College
OCR Complaint # 05-16-2218**

Black Hawk College (College) submits the following resolution agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), in resolution of OCR complaint #05-16-2218. The College submits this Agreement to ensure its compliance with 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 (ADA), 42 U.S.C. § 12132 -12134, and its implementing regulation, at 28 C.F.R. Part 35.

TRAINING OF PERSONNEL IN THE COLLEGE

- 1) By December 31, 2016, the College will provide all administrators and employees in the University's Disability Services Office training on the College's policies and procedures for providing academic adjustments and/or modifications to students, including how to engage in the interactive process with students to ensure that academic adjustments are provided appropriately and specific to the needs of each individual student. This training shall, at a minimum, address possible academic adjustments and/or modifications that may be available to students with disabilities in the Equestrian Science program and potential challenges and obstacles to providing such academic adjustments and/or modifications in classes that meet in places other than classrooms (*i.e.*, a barn or field).

REPORTING REQUIREMENT: By January 15, 2017, the College will provide OCR with documentation that it has provided the training referenced in Item 1 of the Agreement, including the date of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the trainings, and a list of College administrators and employees who attended the training.

- 2) By December 31, 2016, the College will provide Instructors A, B and C in the College's Equestrian Science program training on the College's policies and procedures for providing academic adjustments and/or modifications to students, including the procedures to follow to ensure that academic adjustments are provided appropriately and the resources each instructor may access for guidance and assistance.

REPORTING REQUIREMENT: By January 15, 2017, the College will provide OCR with documentation that it has provided the training referenced in Item 2 of the Agreement, including the date(s) of training, the names and titles of the trainer(s), a copy of any materials used or distributed during the trainings to Instructors A, B and C, and, if more than one training, identify which training date each instructor attended.

INDIVIDUAL REMEDIES

- 3) By November 1, 2016, the College will contact Student A in writing and advise her that, it will allow her to choose, by December 1, 2016, from the following options:
- a. to retake EQ-264 – Show Horse Training, EQ-266 – Horse Show Preparation & Management, and EQ-268 – Intermediate Horse Training & Development at no cost (specifically, tuition and related fees to the courses) and to have her previous grades in the courses expunged from her academic record;
 - b. to receive a full refund of her costs for EQ-264 – Show Horse Training, EQ-266 – Horse Show Preparation & Management, and EQ-268 – Intermediate Horse Training & Development, including costs for books and other materials, and to have her grades in the courses expunged from her academic record;
 - c. to have the grades she received in her EQ-264 – Show Horse Training, EQ-266 – Horse Show Preparation & Management, and EQ-268 – Intermediate Horse Training & Development ENVM 101 and/or ENVM 102 courses re-calculated, with all tests or assignments for which she did not receive academic adjustments excluded from the final grade, or
 - d. to allow the final grades/withdrawals given to her for the courses to stand.

REPORTING REQUIREMENT: By December 5, 2016, the College will submit to OCR documentation that it has provided Student A the written notice required by this item and will indicate which option, if any, Student A selected. If the College does not receive a response from Student A, the College will submit to OCR documentation establishing proof of service of the written notice to Student A that is required by this item.

- 4) By December 15, 2016, the College will take steps to implement the option in item 3 chosen by Student A. If Student A does not select an option, then the College will allow the final grades/withdrawals given to her in EQ-264 – Show Horse Training, EQ-266 – Horse Show Preparation & Management, and EQ-268 – Intermediate Horse Training & Development to stand.

REPORTING REQUIREMENT: By January 15, 2017, the College will submit to OCR documentation that it has implemented the option chosen by Student A. If Student A chooses to receive a refund or to retake the courses, the College will provide OCR documentation by February 15, 2017, that it has provided her the refund or allowed to enroll in the courses at no cost. If Student A chooses to have her grades re-calculated, the College will provide documentation of the final grades given to her for the courses. If the College does not receive a response from Student A, the College will submit to OCR documentation establishing proof of service of the written notice to Student A that is required by this Agreement.

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 and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.3, 104.7, and 104.8, and Title II, at 28 C.F.R. § 35.139, which were at issue in this case. OCR will provide reasonable notice to the College should it make a request for data or on-site visits and interviews.

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, at 34 C.F.R. §§ 104.3, 104.7, and 104.8, and Title II, at 28 C.F.R. § 35.139, 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 (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District 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 Black Hawk College:

President or Designee

Date