

**Saint Paul College  
Resolution Agreement  
OCR Docket #05-19-2172**

The U.S. Department of Education, Office for Civil Rights (OCR) and Saint Paul College (College) enter into this resolution agreement (Agreement) to resolve the allegation raised in the complaint #05-19-2172. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the College. The College assures OCR that it will take the following actions to ensure compliance with the requirements of 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 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination based on disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation, the College voluntarily agreed to resolve the allegation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the College agrees to take the following actions:

**TRAINING OF PERSONNEL IN THE COLLEGE**

1. By **October 18, 2019**, the College will provide all administrators and employees in the College's Office of Access and Disability Resources (OADR) 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 identified, provided, amended, or denied in a timely manner. This training shall, at a minimum, address possible academic adjustments and/or modifications that may be available to students with temporary disabilities.
2. **REPORTING REQUIREMENT:** By **October 25, 2019**, 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.

**COMPLAINANT RELIEF**

3. By **September 27, 2019**, the College will send a letter via certified mail to the Complainant advising her of this Resolution Agreement, and enclosing a check, money order, or other payment instrument in an amount that reimburses her for any tuition, fees, and costs associated with her attempt to take the College's MEDS 2461-70: ICD-10-CM Coding Course (Course) during the Spring 2019 semester. The College will also adjust the Complainant's records at the College to reflect the Complainant's withdrawal from the Course without any academic or financial penalty.

4. **REPORTING REQUIREMENT:** By **October 18, 2019**, the College will submit to OCR the following documentation:
  - a. A copy of the certified letter to the Complainant advising her of this Resolution Agreement;
  - b. A copy of the check, money order, or other payment instrument provided to the Complainant; and,
  - c. proof that the College withdrew the Complainant from the Course without any academic or financial penalty.

The College understands that by signing this Agreement, it agrees to provide the foregoing 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, 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 Section 504 and its implementing regulation at 34 C.F.R. §104.44 and Title II and its implementing regulation at 28 C.F.R. §§ 35.130, which were at issue in this complaint. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 College 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.

Approved and agreed to on behalf of Saint Paul College:

/s/ \_\_\_\_\_

President or Designee

\_\_\_\_\_

Date