



RESOLUTION AGREEMENT

Austin Community College
OCR Case Number: 06172064

Austin Community College (“ACC” or “Recipient”) voluntarily enters this Resolution Agreement (Agreement) with the U.S. Department of Education (Department), Office for Civil Rights (OCR), Dallas Office. The Recipient voluntarily agrees it will take the following actions to comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended, 29 U.S.C. § 794, and its implementing regulations 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 regulations at 28 C.F.R. Part 35, and to resolve the Complainant’s allegations. This Agreement does not constitute an admission by ACC that it violated any law, that it discriminated against Complainant, or that ACC engaged in any wrongdoing. Prior to the completion of OCR’s investigation, ACC agreed to resolve the complaint. Accordingly, ACC voluntarily agrees to take the following actions:

ACTION ITEMS & REPORTING REQUIREMENTS:

Action Item 1

Within **ten (10) calendar days of the date of this Agreement**, ACC will notify the Complainant in writing, via Certified Mail Return Receipt Requested (CMRRR) and email, of the following:

- A. The Complainant may retake Math 2412 and Computer Science 1337, with tuition and fees associated with the classes waived, as long as the Complainant completes these classes by **December 31, 2019**.
- B. If the Complainant completes either or both of these classes by **December 31, 2019**, the grade that the Complainant received for these classes during the Fall 2016 semester will be replaced with the grade he earns after retaking the class(es).

Reporting Requirements: Action Item 1

- A. Within **30 calendar days** of the execution of this agreement ACC will submit to OCR a copy of the notification letter and email sent to the Complainant and a copy of the receipt of the CMRRR, referenced in Action Item 1 above.
- B. If the Complainant enrolls in Math 2412 and/or Computer Science 1337, within **30 calendar days** of the date the Student enrolls, ACC will provide OCR with documentation showing that ACC allowed the Complainant to take the relevant class(es) at no additional cost to the Complainant.

If the Complainant completes Math 2412 and/or Computer Science 1337, within **30 calendar days** of the date the Complainant completes the course(s), ACC will provide OCR with documentation indicating the following:

- i. The grade the Complainant earned in Math 2412 and/or Computer Science 1337 has replaced the grade the Complainant received for the course during the Fall 2016 semester;
- ii. The Student’s GPA has been recalculated according to the grade he received in retaking Math 2412 and/or Computer Science 1337.

Action Item 2

Within **five (5) calendar days of the date of this Agreement**, ACC will send instructions to the Complainant via Certified Mail Return Receipt Requested (CMRRR) and email regarding how to remove the hold(s) currently placed on his account, and will provide the name and contact information for a singular ACC representative that the Complainant may contact directly to assist in the removal of any hold(s) on his account.

Reporting Requirement: Action Item 2

- A. Within **ten (10) calendar days of the date of this Agreement**, ACC will provide OCR with a copy of the certified letter and email sent to the Complainant in accordance with Action Item 2.

Action Item 3

ACC will conduct training session(s) or training module(s) on its obligation to provide academic adjustments, including auxiliary aids and services, as well as the prohibition of disability discrimination and retaliation, under Section 504 and Title II. The training will include ACC's obligations under Section 504 and Title II to ensure faculty and staff members fully implement any academic adjustments, including auxiliary aids and services that have been developed and approved by the Disability Services Office staff for a qualified student with a disability. The training will be conducted by a professional knowledgeable about the requirements of Section 504 and Title II.

The training will be mandatory for the following groups: (1) all Disability Services Office staff; (2) all administrators; (3) all full-time faculty members; and (4) all associate faculty members.

Reporting Requirements: Action Item 3

- A. Within **twenty-five (25) calendar days of the date of this Agreement**, ACC will provide OCR, for review and approval, the following:
- i. A copy of the proposed training materials that ACC will use;
 - ii. The name, title, credentials, and contact information for the professional(s) who will conduct or provide the training;
 - iii. The name, title, and e-mail address for each person as described in Action Item 3, who will complete the mandatory training;
 - iv. Assurance that the list referenced in Reporting Requirement 3(a)(iii) constitutes the entirety of the personnel required to complete the training per Action Item 3.
- B. Within **thirty (30) calendar days of receiving OCR's approval** of the training materials referenced above, ACC will provide OCR with detailed information regarding the training conducted pursuant to Action Item 3, including the following:

- i. A list of personnel who completed the mandatory training, including the dates of completion by each;
- ii. Assurance that the listed attendees referenced in Reporting Requirement 3(b)(i) constitute the entirety of the personnel required to attend the training per Action Item 3;
- iii. A copy of the training materials used; and
- iv. The name, title, credentials, and contact information of the professional(s) who provided the training.

The Recipient 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 Recipient 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 shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

EXECUTION:

This Agreement will become effective immediately upon the signature of ACC’s authorized representative below.

Dr. Richard Rhodes
President
Austin Community College

Date