

**Resolution Agreement**  
**Wharton County Junior College**  
**OCR Complaint No. 06192219**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Wharton County Junior College (WCJC) enter into this resolution agreement (Agreement) to resolve Issue 1 in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the WCJC. The WCJC assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794 (amended 1992), 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. §12132, and its implementing regulation, at 28 C.F.R. Part 35.

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

**ACTION ITEM I**

The WCJC will provide information to OCR in connection with a training session for all WCJC faculty who have a teaching assignment at XX---phrase redacted---XX during the 2019-2020 academic year, Disability Services Staff, and the Title II coordinator (WCJC Staff) regarding its obligations under Section 504 and Title II. The training will include policies and procedures relevant to requests for accommodations, how approved accommodation information is communicated to instructors, the interactive process between instructors and students, and implementation of accommodations. The training will be created by one or more individuals knowledgeable about the WCJC's obligations under Section 504 and Title II and may be delivered to WCJC employees in an electronic format.

**REPORTING REQUIREMENTS**

**By January 31, 2020**, the WCJC will provide OCR, for its review and approval, information about the training described in Action Item I that includes, but is not be limited to, the credentials of the individual(s) selected to conduct the training, a proposed plan for the training session (e.g., length of the training session, topics to be considered, etc.), and a copy of the training materials to be used by the trainer(s) and/or provided to attendees during the training session.

**Within sixty (60) calendar days** after OCR approves the training-based information described in Action Item I, the WCJC will conduct the training session. The training must be provided to WCJC Staff as defined above.

**Within ten (10) calendar days** after conducting the final training session in accordance with Action Item I, the WCJC will provide OCR with documentation demonstrating the training has been completed, including a list containing the printed name, signature, and title of each attendee, the materials used during the training, and any other information indicating that the training sessions were conducted in accordance with the requirements of this Agreement.

## **ACTION ITEM II**

Within **ten (10) calendar days of the date of this Agreement**, the WCJC will notify the Complainant in writing (return receipt requested and via e-mail) of the following:

- i. The Complainant may retake XX---phrase redacted---XX (CRM), with his approved accommodations, as long as the Complainant completes this class by **June 1, 2020**. The Complainant must complete the enrollment process and satisfy enrollment requirements applicable to all students before taking the course.
- ii. If the Student completes CRM by **June 1, 2020**, the withdrawal the Complainant received for this class during the XX---phrase redacted---XX semester will be replaced with the grade he earns after retaking the class.

## **REPORTING REQUIREMENTS**

Within **30 calendar days** of the execution of this agreement the WCJC will submit to OCR a copy of the letter sent to the Complainant and a copy of the receipt referenced in Action Item II above.

If the Complainant enrolls in CRM, within **30 calendar days** of the date the Student enrolls, the WCJC will provide OCR with the following:

- i. Documentation showing that the WCJC allowed the Complainant to take CRM.
- ii. Documentation reflecting confirmation by the CRM course instructor that the Student's approved accommodations, if any, for the relevant semester were provided.

If the Complainant completes CRM, within **30 calendar days** of the date the Complainant completes the course, the WCJC will provide OCR with documentation indicating the following:

- i. The grade the Complainant earned by retaking CRM has replaced the withdrawal the Complainant received for the course during the X---phrase redacted---X semester.

The WCJC 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 the Agreement. Further, the WCJC understands that during the monitoring of the Agreement, if necessary, OCR may visit the WCJC, 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 WCJC's satisfaction of the commitments made under the Agreement, OCR will close the case.

The WCJC further understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR will give the WCJC 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 WCJC's representative below.

\_\_\_\_\_  
Ms. Betty McCrohan President  
Wharton County Junior College

\_\_\_\_\_  
Date