Resolution Agreement
Austin Community College
OCR Complaint No. 06212016

The U.S. Department of Education, Office for Civil Rights (OCR) and the Austin Community College (the College) enter into this resolution agreement (Agreement) to resolve the above-referenced complaint. 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 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 College agreed to resolve this complaint pursuant to Section 302 of OCR’s Case Processing Manual. Accordingly, the College agrees to take the following actions:

**ACTION ITEM I**

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

i. The Complainant may retake any class she was enrolled in during the Spring 2020, Summer 2020, and Fall 2020 semesters (the Classes), with access to her approved accommodations, as long as the Complainant completes these class by June 1, 2022. The Complainant must complete the enrollment process and satisfy enrollment requirements applicable to all students before taking the course.

ii. If the Student completes any of the Classes by June 1, 2022, the grade the Complainant received for said class during the Spring 2020 through Fall 2020 semesters will be replaced with the grade she earns after retaking the class.

**REPORTING REQUIREMENTS**

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

If the Complainant enrolls any of the Classes, within 30 calendar days of the date the Complainant enrolls, the College will provide OCR with the following:

i. Documentation showing the Complainant is on the class roster.

ii. Documentation reflecting confirmation by the course instructor that the Complainant’s approved accommodations, if any, for the relevant semester were identified (notice given to the instructor) by the instructor.
If the Complainant completes the class, within **30 calendar days** of the date the Complainant completes the course, the College will provide OCR with documentation indicating the following:

i. Evidence that the Complainant’s approved accommodations were provided; and  

ii. The grade the Complainant earned by retaking the class has replaced the grade the Complainant received for the course during the Spring 2020, Summer 2020, or Fall 2020 semester.

**ACTIONS ITEM II**

By **September 15, 2021**, the College will conduct a training session for all College faculty who have a teaching assignment at the Riverside, Eastview, and South campuses in the 2020-2021 academic year, Student Accessibility Services (SAS) staff, and the Title II coordinator (College 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, SAS staff, and students, implementation of accommodations, and communication of implementation between instructors and students. The training will be created by one or more individuals knowledgeable about the College’s obligations under Section 504 and Title II and may be delivered to College employees in an electronic format.

**REPORTING REQUIREMENTS**

**By September 30, 2021**, the College will provide OCR information about the training described in Action Item II that includes, but is not limited to: sign-in sheets for all training sessions evidencing all staff who attended the training; the date(s) the training session(s) were conducted; a copy of the training materials used; and the name, credentials, and contact information of the individual(s) who provided the training to comply with Action Item II.

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 the Agreement. Further, the College understands that during the monitoring of the 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 recipient has fulfilled the terms of the Agreement. Upon the College’s satisfaction of the commitments made under the Agreement, OCR will close the case.

The College 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 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.

__________________________________________  ____________________________
Dr. Richard Rhodes, Chancellor                     Date
Austin Community College