

**RESOLUTION AGREEMENT**  
**UNIVERSITY OF NEBRASKA AT OMAHA**  
**OFFICE FOR CIVIL RIGHTS DOCKET NUMBER 07132236**

The University of Nebraska at Omaha (University), Omaha, Nebraska, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the allegation against the University in OCR Docket Number 07132236, and to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code (U.S.C.) § 794, and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation at 28 C.F.R. Part 35. Before OCR completed its investigation, the University asked to resolve the allegation in the complaint pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to ensure compliance with Section 504 and Title II and their implementing regulations, and to resolve the allegation of this complaint and any other issues identified by OCR during the course of its investigation of this complaint, the University voluntarily agrees to take the following actions:

**I. GENERAL PROVISIONS**

This Agreement resolves the allegation in OCR Docket Number 07132236 and does not constitute an admission by the University of any violation of Section 504, Title II, or any other law.

This Agreement shall become effective upon the University's receipt of a letter from OCR advising the University that this Agreement resolves the allegation raised in this complaint.

OCR agrees to discontinue its investigation of OCR Docket Number 07132236 based upon the University's commitment to take the actions specified in this Agreement which, when fully implemented, will resolve the allegation in this case and any other issues identified by OCR during the course of its investigation.

The University 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 University written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

The University 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 University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University, interview

staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

## **II. RESOLUTION PROVISIONS**

### **INDIVIDUAL REMEDIES**

- A. The University will pay for all tuition, student fees, and required books for the remaining courses necessary for the student to meet the requirements for certification and graduation from the teacher education program so long as the student otherwise maintains eligibility for participation in the teacher education program. Within 15 days of the date of the resolution of this OCR complaint, the University will contact the student by certified mail notifying her of its commitment to pay for all tuition, student fees and required books for the remaining courses necessary for the student to meet the requirements for certification and graduation from the teacher education program so long as she otherwise maintains eligibility for participation in the teacher education program. The letter will outline how payment for the tuition, fees and books will be arranged. The letter will notify the student that the University's Title II/Section 504 Compliance Officer and the University's Assistant to the Chancellor for Equity, Access, and Diversity will serve as the student's contacts for all issues related to reasonable accommodations and will meet with the student as needed prior to and during each of her remaining semesters to revise her accommodation plan as necessary. The University will assign one or more individuals, other than the current Coordinator of Field Experiences, to coordinate the student's field experiences, including student teaching, and will identify such individual(s) in the letter to the student. The University will assign an individual from the Dean's office in the College of Education to oversee course delivery for any course from which the student withdrew in the spring of 2013 and identify this individual in the letter to the student.

**REPORTING REQUIREMENT:** Within 30 days of the date of this Agreement, the University will provide OCR with a copy of the certified letter sent to the complainant, including proof of delivery, as required in item A.

- B. The University will ensure the student's enrollment in Teaching and Reading and Language Arts 4350 (TED 4350) is taught by an instructor different than the instructor for the student's spring 2013 section of TED 4350.

**REPORTING REQUIREMENT:** Within 30 days of the date of this Agreement, the University will provide OCR with information as to when, based on normal course progression, the student is scheduled to be enrolled in TED 4350. When the student enrolls in TED 4350, the University will notify OCR that she has enrolled in the class and will provide documentation demonstrating that her instructor for the course is different than the instructor for the student's spring 2013 section of TED 4350.

- C. The University will expunge from the student's file all Conference of Concerns records related to the student dated on or before August 20, 2013, as well as any written or electronic communications in the student's file relating to the student's visual impairment. Such records will be retained separately for purposes of a documentation preservation notice.

**REPORTING REQUIREMENT:** Within 30 days of the date of this Agreement, the University will provide documentation to OCR demonstrating that all Conference of Concerns records related to the student dated on or before August 20, 2013, as well as any written or electronic communications in the student's file relating to the student's visual impairment have been expunged from her file. The University will also provide information as to where the records will be retained separately for documentation preservation notice.

### **PROTOCOLS AND TRAINING**

- D. The University will ensure that students with disabilities enrolled in the teacher education program have an equal opportunity to participate in and benefit from placement in field experiences and are not excluded from field placements because of a disability and will develop enhanced protocols for determining and providing academic adjustments and auxiliary aids to students with disabilities during placement in field experiences.

**REPORTING REQUIREMENT:** By April 1, 2014, the University will provide a copy of the protocols to OCR for OCR review.

- E. Within four (4) weeks of OCR's approval of the protocols developed pursuant

to item D, the University will provide OCR documentation showing that the protocols have been adopted by the University.

- F. By August 25, 2014, the University will publish the protocols in student and faculty handbooks and post them on the University’s website.

REPORTING REQUIREMENT: By September 30, 2014, the University will provide copies of student and faculty handbooks with the protocols developed pursuant to item D and provide a link to the protocols on the University’s website.

- G. By August 25, 2014, the University will provide training on the protocols developed in accordance with item D to Disability Services Office staff.

REPORTING REQUIREMENT: By September 30, 2014, the University will provide OCR with documentation identifying: a) the date, time and location of the training; b) a copy of the agenda and any materials provided to the individuals attending the training; c) the name(s), title(s), and credentials of the individual(s) who conducted the training; and d) the name, title, and work location or department of each University administrator or employee who attended the training (a sign-in sheet with this information is sufficient).

- H. By October 31, 2014, the University will provide training to all College of Education administrators, faculty, and teaching assistants regarding Section 504 and Title II, including training on disability discrimination and the provision of academic adjustments and auxiliary aids to students with disabilities.

REPORTING REQUIREMENT: By November 30, 2014, the University will provide OCR with documentation identifying: 1) the date, time and location of the training; 2) a copy of the agenda and any materials provided to the individuals attending the training; 3) the name(s), title(s), and credentials of the individual(s) who conducted the training; and d) the name, title, work location or department of each University administrator or employee who attended the training (a sign-in sheet with this information is sufficient).

/s/ B.J. Reed  
University of Nebraska at Omaha  
Omaha, Nebraska

12/12/13  
Date