

RESOLUTION AGREEMENT
Southeast Community College
OCR Docket Number 07142236

Southeast Community College (College), Lincoln, Nebraska, submit this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve the complainant's allegation in OCR Docket No. 07142236. The College, as a recipient of Federal financial assistance and a public entity, is subject to the requirements of 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.

The complainant alleged that the College discriminated against her daughter on the basis of her disabilities (XXXXX, XXXXX, and XXXXX) by denying her daughter requested academic adjustments, including extended time for completing homework assignments, without making an individualized determination about the appropriateness of the requested academic adjustments and without working interactively with the complainant and her daughter to identify appropriate academic adjustments. The College voluntarily agreed to resolve the complaint prior to the conclusion of OCR's investigation into the complaint.

The College agrees to take the following actions:

HANDBOOK FOR ACCOMMODATING STUDENTS WITH DISABILITIES

1. By January 31, 2015, the College will add language to its *Handbook for Accommodating Students with Disabilities* stating that: a) College personnel must make individualized, case-by-case determinations regarding each accommodation requested by a student with a disability, and whether the accommodation would fundamentally alter an essential requirement of the program of instruction being pursued by the student; and b) College personnel may not deny an accommodation requested by or on behalf of a student, such as a request for extended time to complete homework assignments, based on a generalized assumption that the accommodation fundamentally alters essential program requirements.

REPORTING REQUIREMENT: By February 13, 2015, the College will provide OCR documentation showing it has complied with item 1 of this Agreement.

RIGHT OF APPEAL PROCESS FOR ACCOMMODATION DETERMINATIONS

2. By March 20, 2015, the College will provide OCR, in writing, its Right of Appeal process for students with disabilities who want to appeal a decision by the College's Career Advising/Disability Services Office regarding student accommodations, as well as a detailed written explanation regarding how students are informed of the process. If

OCR determines that the College's Right of Appeal process is inconsistent with Section 504 and/or Title II requirements, the College will revise the process to bring it into compliance with Section 504 and Title II.

REPORTING REQUIREMENT: If applicable, within 90 calendar days of written notification from OCR that the College's Right of Appeal process is inconsistent with Section 504 and/or Title II requirements, the College will revise the process and resubmit it to OCR for its review and approval.

3. If applicable, within 60 calendar days of written notification from OCR that the College's Right of Appeal process is consistent with Section 504 and Title II requirements, the College will adopt and publish the process on its website.

REPORTING REQUIREMENT: Within 30 days of publishing the OCR-approved Right of Appeal process on its website, the College will provide OCR documentation showing it has complied with item 3 of this Agreement.

4. If applicable, by June 15, 2015, the College will publish in the Student Handbook its OCR-approved Right of Appeal process for students with disabilities who want to appeal a decision by the College's Career Advising/Disability Services Office regarding student accommodations.

REPORTING REQUIREMENT: By June 30, 2015, the College will provide OCR documentation showing it has complied with item 4 of this Agreement.

5. By February 13, 2015, the College will revise the section of its website regarding the process students should use to request reasonable accommodations through the College's Career Advising/Disability Services Office to include a statement that students may use the College's formal grievance procedure to appeal decisions regarding student accommodations, and may do so without first going through the College's informal grievance process.

REPORTING REQUIREMENT: By March 6, 2015, the College will provide OCR the address for the webpage containing the statement required by item 5 of this Agreement.

6. By June 15, 2015, the College will revise the section of its Student Handbook regarding the right of students with disabilities to appeal a decision by the College regarding a request for accommodations to include a statement that students may use the College's formal grievance procedure to appeal decisions regarding student accommodations, and may do so without first going through the College's informal grievance process.

REPORTING REQUIREMENT: By June 30, 2015, the College will provide OCR documentation showing it has complied with item 6 of this Agreement.

GRIEVANCE PROCEDURE FOR DISABILITY DISCRIMINATION COMPLAINTS

7. By June 15, 2015, the College will either develop a grievance procedure that provides for the prompt and equitable resolution of complaints made by or on behalf of students alleging discrimination on the basis of disability, or revise its current formal grievance procedure for students to ensure that it provides for the prompt and equitable resolution of complaints made by or on behalf of students alleging discrimination on the basis of disability. The grievance procedure must specify that it applies to disability discrimination complaints and must include:
- (a) an explanation of how to file a complaint under the procedure, including where and in what manner complaints can be filed;
 - (b) provisions for the adequate, reliable, and impartial investigation of complaints, including the opportunity for all parties involved to present witnesses and other evidence;
 - (c) reasonable, set time frames for major stages of the complaint process;
 - (d) a requirement that written notification will be given to the parties of the outcome of the complaint investigation; and
 - (e) an assurance that the College will take steps reasonably calculated to prevent the recurrence of discrimination and to remedy the discriminatory effects of discrimination of which it has notice.

In addition, the grievance procedure may not require students to pursue the College's informal grievance process as a prerequisite to filing a formal grievance alleging disability discrimination.

REPORTING REQUIREMENT: By June 30, 2015, the College will submit its new or revised grievance procedure to OCR for its review and comment.

8. Within 60 calendar days of receiving written approval from OCR of the grievance procedure it developed, or revised, pursuant to item 7 of this Agreement, the College will adopt and implement the procedure, post the procedures on its website in a section accessible to students, and start including the approved procedure in new and reprinted copies of its Student Handbook.

REPORTING REQUIREMENT: Within 30 calendar days of posting its OCR-approved grievance procedure on its website, the College will provide OCR the electronic address for the specific webpage on which the procedure is posted.

TRAINING FOR CAREER ADVISING/DISABILITY SERVICES STAFF AND ADMINISTRATORS

9. By September 11, 2015, and annually, the College will provide training to all of its Career Advising/Disability Services staff and administrators responsible for processing requests made by or on behalf of students with disabilities for a disability-related accommodation, academic adjustment, or auxiliary aid. At a minimum, the training will address the following:
- (a) Section 504's and Title II's prohibition against discrimination on the basis of disability;
 - (b) the College's obligation to modify its academic requirements as necessary to ensure that the requirements do not discriminate, or have the effect of discriminating against, a qualified individual with a disability on the basis of disability;
 - (c) the types of factors College personnel should take into consideration when determining whether a requested accommodation, academic adjustment, or auxiliary aid will fundamentally alter an essential requirement of the program of instruction being pursued by a student;
 - (d) the process(es) students may use to challenge a decision by College personnel regarding one or more accommodations, academic adjustments, or auxiliary aids requested by, or on behalf of, a student.
 - (e) that College personnel may not deny an accommodation, academic adjustment, or auxiliary aid based on a generalized assumption that the accommodation, adjustment, or aid fundamentally alters essential program requirements; and
 - (f) that the College does not have a formal or informal rule prohibiting extended time for completing homework assignments as an accommodation for a student with a disability.

REPORTING REQUIREMENT: By September 25, 2015, the College will provide OCR documentation showing it has complied with item 9 of this Agreement for the 2014-15 school year. The documentation must identify and include:

- (a) the name and title of the individual(s) who conducted the training;
- (b) the date, time, and location of the training;
- (c) the topics addressed at the training;
- (d) a copy of any materials distributed at the training; and

- (e) sign-in sheets with the name and title of each individual who participated in the training.

The College does not need to submit documentation to OCR regarding subsequent annual training sessions contemplated by this Agreement unless OCR requests such information from the College.

INDIVIDUAL REMEDIES

10. By January 23, 2015, the College will reconsider for courses the complainant's daughter is currently taking (her Fall 2014 quarter courses), any accommodation requests made by or on behalf of the complainant's daughter pertaining to extended time for completing homework assignments that were denied by the College. Specifically, a group of individuals knowledgeable about Section 504, Title II, and the course(s) in question will make an individualized, case-by-case determination for each applicable course regarding whether granting extended time for completing homework as an accommodation would fundamentally alter an essential requirement of the course. If the group determines that granting the accommodation would fundamentally alter an essential course requirement, the group will document its determination in writing. The documentation will include the names and titles of the individuals who participating in making the determination, the information considered, and the basis for the determination.

If the group of knowledgeable individuals determines that granting the accommodation of extended time for completing homework assignments would not fundamentally alter an essential course requirement, the group will then determine, in consultation with the course instructor and applicable program director, whether the complainant's daughter's grade in the course was negatively impacted by not receiving the requested accommodation of extended time for completing homework. If the group determines that the complainant's daughter's grade in the course was negatively impacted, the course instructor and applicable program director will adjust the complainant's daughter's course grade accordingly or will give the complainant's daughter an opportunity to submit or resubmit homework for the course to improve her grade.

In lieu of making a determination about whether granting extended time for completing homework assignments as an accommodation would fundamentally alter an essential requirement of the complainant's daughter's Fall 2014 quarter courses, the College may choose to offer the complainant's daughter, via the complainant, an effective alternative accommodation. If the complainant/complainant's daughter accept the alternative accommodation offered by the College, the College will provide OCR documentation showing that the alternative accommodation was offered and accepted, and the College does not need to pursue making a fundamental alteration determination for the course(s) in question. If the complainant/complainant's daughter do not accept the alternative accommodation offered by the College, the College will move forward with making the

fundamental alteration determination(s) described above, and will also comply with the second paragraph of item 10 of this Agreement.

REPORTING REQUIREMENT: By February 6, 2015, the College will provide OCR documentation showing it has complied with item 10 of this Agreement.

11. The College will make individualized, case-by-case determinations regarding all future accommodation requests made by or on behalf of the complainant's daughter and will document each determination. The documentation will include the names and titles of the individuals who participating in making the determination, the information considered, the basis for the determination, when the determination was made, and how the determination was conveyed to the complainant and her daughter.

REPORTING REQUIREMENT: By January 30, 2015, the College will provide OCR a copy of all of the accommodation requests made by or on behalf of the complainant's daughter for the Winter 2015 quarter, as well as documentation of the College's determination regarding each accommodation request.

REPORTING REQUIREMENT: By March 31, 2015, the College will provide OCR a copy of all of the accommodation requests made by or on behalf of the complainant's daughter for the Spring 2015 quarter, as well as documentation of the College's determination regarding each accommodation request.

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 at 34 C.F.R. § 104.44 and the regulation implementing Title II at 28 C.F.R. § 35.130, which were at issue in this case.

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 this agreement. Further, the College understands that during the monitoring of this 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 College has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 at 34 C.F.R. § 104.44 and the regulation implementing Title II at 28 C.F.R. § 35.130, which were at issue in 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 a minimum of sixty (60) calendar days to cure the alleged breach.

