

**Resolution Agreement
Ranken Technical College
OCR Complaint Number 07-16-2121**

The U.S. Department of Education, Office for Civil Rights (OCR), and Ranken Technical College (the College) enter into this agreement to resolve the allegation in 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), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104 which prohibits discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

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

I. RESOLUTION PROVISIONS

A. Attendance Policy

1. The College will remove language from its attendance policy that provides instructors the discretion to excuse absences. The College will also revise its policy to include a statement that the College does not discriminate on the basis of disability and provide the appropriate contact information for students who are seeking a modification of academic requirements pursuant to Section 504 of the Rehabilitation Act.

REPORTING REQUIREMENT: By no later than June 1, 2018, the College will submit a copy of its revised attendance policy to OCR for review and approval.

2. Upon receiving OCR approval of its revised attendance policy, the College will adopt and implement the policy, publish the policy in its student handbooks, and post the policy on its website in a section accessible to students and parents.

REPORTING REQUIREMENT: Within 30 calendar days after taking action to appropriately publish and disseminate the revised attendance policy, the College will provide OCR with links to the information, if available in electronic format, or copies of publications. For any hard copy publications that will not be circulated until the 2018-19 school year, the College will provide a copy of the publication to OCR by September 1, 2018.

B. Training for Staff

The College will provide training on Section 504's prohibition against discrimination to all College staff. At a minimum, the training must address:

- a. Section 504's requirement that a recipient make such modifications to its academic requirements as are necessary to ensure that such requirements do not discriminate or have the effect of discriminating on the basis of disability against a qualified student with a disability;
- b. Steps College employees should take in the event a student or parent complains of disability discrimination by a College student, employee, or third party;
- c. Section 504's prohibitions against retaliating against a student or other individual who files a complaint alleging discrimination or harassment on the basis of disability, and against retaliating against a student or other individual who participates in a Section 504 complaint investigation; and
- d. the name and contact information of the individual(s) to whom employees should direct questions about the College's process for addressing complaints made by, or on behalf of, students alleging disability discrimination.

REPORTING REQUIREMENT: By no later than September 1, 2018, the College will provide OCR documentation showing that it has provided the training required by item C of this Agreement. The documentation must include the date, time, and location of the training; the topics addressed at the training; copies of any handouts distributed to the training participants; the name(s), title(s) and qualifications of the individual(s) who conducted the training; and one or more sign-in sheets with the name, title, and work location of each employee who participated in the training.

C. Individual Remedy for the Student

Prior to completing this Agreement, the College allowed the Student to re-enroll at the College. The Student is currently enrolled at the College, but has not requested accommodations or provided documentation of his disability. Within 30 days from the date of this Agreement, the College will contact the Student in writing, by letter or email to:

- a. Inform the Student that the College will provide a tuition refund in the amount of \$5959.35; and
- b. Provide the Student with the name and contact information for the Student Success Coordinator and provide information regarding

the process students must use when requesting an academic adjustment.

REPORTING REQUIREMENT: Within 30 days of sending the refund and written communication to the Student, the College will provide OCR verification that the tuition was refunded and a copy of the written communication sent to the Student.

II. GENERAL PROVISIONS

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, 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, 29 U.S.C. § 794 at 34 C.F.R. § 104.44, and with 2 U.S.C §12131 at 28 C.F.R. §35.130. Upon completion of the obligations under this Agreement, OCR shall close 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 sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the College's authorized representative below.

/s/ Stan Shoun
Stan Shoun, President
For Ranken Technical College

4/12/18
Date