

RESOLUTION AGREEMENT
Truman State University
Complaint Number 07-17-2099

The U.S. Department of Education, Office for Civil Rights (OCR) and Truman State University (University), Kirksville, Missouri, enter into this Agreement (Agreement) to resolve allegations of the above-referenced complaint. This Agreement does not constitute an admission by the University of liability, noncompliance with Section 504, Title II, or any other law enforced by OCR, or any wrongdoing. The University 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, and its implementing regulation at 34 C.F.R. Part 104; and with 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, which prohibit 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 University 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 University agrees to take the following actions:

EFFECTIVE COMMUNICATION PROCEDURES

- 1) The University shall submit to OCR for its review and approval, effective communication procedures in accordance with 28 C.F.R. § 35.160 to address the University's obligation to ensure it provides effective communication to individuals with disabilities as well as requests from any person, including members of the public, for sign language interpreters for University sponsored events and services:
 - a) The University shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.
 - b) The University shall furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity conducted by the University.
 - c) The definition of auxiliary aids and services, along with examples, in accordance with 28 C.F.R. § 35.104.
 - d) The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place.
 - e) The determination of what type of auxiliary aid and service to provide for effective communication must be based on an individualized, case-by-case basis.

- f) The University shall give primary consideration to the requests of individuals with disabilities when determining what type of auxiliary aid and service is necessary.
 - g) In order to be effective, auxiliary aids and services must be provided:
 - i) In accessible formats
 - ii) In a timely manner
 - iii) In such a way as to protect the privacy and independence of the individual with a disability.
 - h) The University has an affirmative obligation to provide effective communication under Title II, whether or not a student or parent requests specific auxiliary aids and services.
- 2) After OCR's approval of the University's effective communication procedures, the University shall:
- a) Publish the effective communication procedures in a prominent location on the University's website and in the University's student, parent, and employee handbooks; and
 - b) Disseminate those revised policies and procedures via the University's electronic communications (email) system to all University students, administrators, and employees.

REPORTING REQUIREMENT: By April 23, 2018, the University will submit to OCR for its review and approval the University's draft effective communication procedures. Within 30 calendar days after OCR's approval, the University will provide to OCR a link to the published effective communication procedures on the University's website and copies of the online handbooks reflecting those procedures and the email to University employees.

The University understands that by signing this Agreement, it agrees to provide the foregoing 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 Section 504 and Title II. Upon completion of the obligations under this Agreement, OCR shall close this case.

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 sixty (60) calendar days to cure the alleged breach.

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

/s/
For Truman State University

March 21, 2018
Date