

RESOLUTION AGREEMENT
St. Louis Community College
OCR Case No. 07-18-2082

The U.S. Department of Education, Office for Civil Rights (OCR), and the St. Louis Community College (College), St. Louis, Missouri, enter into this Resolution Agreement (Agreement) to resolve the issues 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), 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, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance from the Department.

Pursuant to Section 109 of OCR's Case Processing Manual and prior to the initiation of an OCR investigation, the College agreed to resolve the issues contained in the complaint according to Section 302 of OCR's *Case Processing Manual*. Accordingly, the College agrees to take the following actions:

I. TRAINING

Within one-hundred eighty (180) days of this Agreement the College will provide training on Section 504 and Title II to instructors at the College's Meramec campus, as well as to Access Office staff. At a minimum, the training must address:

- a) Section 504's and Title II's prohibition against disability discrimination;
- b) The College's process for students to request academic adjustments;
- c) Instructors' and Access Office Staff's obligation to ensure students are provided College-approved academic adjustments;
- d) How to resolve or address disputes or concerns about academic adjustments; and
- e) The location and contact information for the entity responsible for responding to faculty questions or concerns about academic adjustments.

Reporting Requirement: Within ninety (90) days after the training, the College will provide OCR with documentation of the training including the date(s) and time(s) of the training; the name(s) and title(s) of the trainer(s); a copy of any printed materials used during the training (handouts or PowerPoint presentations); and a sign in sheet showing the training participants by name and position.

II. TUITION REIMBURSEMENT

Within one hundred eighty (180) days of this Agreement, the College will refund the Complainant's tuition and fees for the course from which the Complainant withdrew during the Spring 2018 semester in the amount of **\$328.50**.

Reporting Requirement: Within ninety (90) days of issuing the refund to the Student, the College will provide OCR with documentation and printed receipts which indicate the processing of the above refund and written confirmation that a refund of \$328.50 has been issued to the Complainant.

III. CONCLUSION

The College 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 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 Section 504 and its implementing regulations which were at issue in this case. 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 representative below.

/s/ Carol Lupardus
Carol Lupardus, Provost

Date

/s/Jeff L. Pittman
Jeff L. Pittman, Chancellor

Date