

**Voluntary Resolution Agreement**  
**OCR Case No. 07202255**  
**Missouri Valley College**

Missouri Valley College (College) voluntarily enters into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced complaint filed under Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability.

Before the U.S. Department of Education, Office for Civil Rights (OCR) completed its investigation, the College agreed to resolve the complaint pursuant to Section 302 of OCR's Case Processing Manual (CPM)<sup>1</sup>. While the College agrees to take the following actions, nothing contained in this Agreement shall be construed as an admission on the part of the College to the allegations in the complaint.

**Action Item 1**

**A.** By April 2, 2021, the College will engage the Complainant (the Student) in the interactive process regarding the Student's request for academic adjustments for the remainder of the 2021 spring semester, and if it is determined that academic adjustments are needed and can reasonably be provided, the College will provide the academic adjustments.

1. The interactive process between the College and the Student, in consultation with appropriate faculty and other program personnel, as necessary, will 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 handicap, against a qualified handicapped student. If the College decides to grant the Student's request to study remotely for the remainder of the semester, then that will conclude the interactive process.
2. As necessary, the College will, during the interactive process, utilize a process for determining what academic requirements are "essential" or whether a requested academic adjustment would fundamentally alter a course or academic program.
3. The outcome of the interactive process will be implemented for the current semester and future requests for academic adjustments will be processed using an interactive process between the College and Student.

**B.** By April 2, 2021, in conjunction with the provision of the interactive process, the College will also begin determining whether the Student is in need of compensatory services for the 2021 spring semester, and if so, the College will provide such services to the Student.

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<sup>1</sup> The CPM is available on OCR's website at <https://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.pdf>.

C. The College will timely notify the Student in writing of all specific academic adjustments that have been agreed to, of all specific academic adjustments that have been denied, the reason(s) for the denial, and information on how to appeal any denial of academic adjustments, if applicable.

#### **D. Reporting Requirement**

1. By April 30, 2021, the College will provide OCR a copy of any documentation produced or received during the course of the interactive process required by Action Item 1 of this Agreement. The College will provide OCR a written description of the interactive process that was undertaken by the College, the requested academic adjustments requested by the Student, and any supporting documentation the Student provides. The College will also provide a written explanation of which, if any, requested academic adjustments are agreed to be provided; which requested academic adjustments, if any, were denied, and the College's reasons for any such denial; as well as an explanation of any alternative adjustments that were offered to the Student if a requested adjustment was denied.
2. By April 30, 2021, the College will provide OCR a written explanation describing what, if any, compensatory services are needed for the Student for the spring 2021 semester, and the College's plan on providing such services, as required by Action Item 1 of this Agreement. If the College determines that no compensatory services are needed, the College will also provide OCR a written explanation describing what factors were considered in reaching that determination.

#### **Action Item 2**

A. By April 2, 2021, the College will create a memorandum (the Memorandum) that will be disseminated to the administrators and staff at the College's Accessibility & Disability Services office (Disability Services) outlining the College's obligation to engage in an interactive process in conformity with the requirements of Section 504.

1. The Memorandum should encourage College employees to engage in an interactive process with each qualified handicapped student who requests academic adjustments through the Disability Services office, and consult appropriate faculty and other program personnel, as necessary, to determine all necessary and appropriate academic adjustments based on each student's individual disability-related needs and the nature of the program(s) in which a student is enrolled.
2. The Memorandum should inform employees that the College shall 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 handicapped student.

3. The Memorandum should also include a description of the College's process for determining whether academic requirements are essential to the instruction being pursued by any qualified handicapped student or to any directly related licensing requirement, and as such, are not required to be adjusted.
4. The Memorandum should inform employees that if the Disability Services office receives notification from a qualified handicapped student that any agreed-upon academic adjustments are not effective, the Disability Services office will work with the student to resolve any such concerns within a reasonable time period and through an interactive process.

### **B. Reporting Requirement**

1. By April 30, 2021, the College will provide a copy of the Memorandum to OCR, along with verification that the Memorandum was disseminated to staff in accordance with Action Item 2.

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 Section 504 and its respective implementing regulations.

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 Section 504 implementing regulation at 34 C.F.R. § 104.34(a)-(c); and, the Title II implementing regulation at 28 C.F.R. § 35.130. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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.

By: XXXXX X. XXXXX  
Missouri Valley College

Date: 3-29-2020