

**Resolution Agreement**  
**Central New Mexico Community College**  
**Complaint Number 08-18-2340**

In order to resolve the allegations in Case Number 08-18-2340 filed against Central New Mexico Community College (College), the College agrees to implement the following Resolution Agreement. These complaint allegations were opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR) pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504) and its implementing regulation at 34 C. F. R. §§ 104.43, 104.44 and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131–65, and its implementing regulation at 28 C.F.R. §§ 35.130(a), 35.130(b)(1)(ii) and (iii), 35.130(b)(7), which prohibit discrimination on the basis of disability in public education programs that receive Federal financial assistance from the Department.

1. **Complainant's Transcript.** Within seven (7) business days after this Agreement is signed the College will send a written offer to the complainant to remove from his transcript all information regarding any or all of the following courses in which he was enrolled during the Fall 2018 semester: Intro to Computer Programming (CSCI 1151), Intro to Computer Modeling (CSCI 1108), College Writing (ENG 1101) and Algebraic Problem Solving II (MATH 980). The College will give the complainant a minimum of 30 calendar days to respond to the offer.

When removing courses from the complainant's transcript, the College will ensure that there is no adverse impact to the complainant's grade point average or course completion rate. Before removing the courses from the complainant's transcript, the College will verify whether the change will require the complainant to return any financial assistance and if so, take necessary actions to avoid any financial obligation to the complainant.

**REPORTING REQUIREMENT:** Within 60 calendar days after this Agreement is signed, the College will provide OCR with documentation that any change requested by the complainant has been made and a copy of the revised transcript has been provided to the complainant, as necessary.

2. **Retake courses.** Within seven (7) business days after this Agreement is signed, the College will send a written offer to the complainant giving him the option to either a) retake once, at no charge, the following courses: Intro to Computer Programming (CSCI 1151), Intro to Computer Modeling (CSCI 1108), College Writing (ENG 1101) and Algebraic Problem Solving II (MATH 980), in which he was enrolled during the Fall 2018 semester or b) to reimburse him for all expenses related to any of those courses including, but not limited to, tuition, fees and text books. The College will give the complainant a minimum of 30 calendar days to respond to the offer.

If the complainant chooses to retake a course(s), the College will give the complainant the opportunity to retake the course(s) during academic year 2018-2019, or if not offered during academic year 2018-2019, the next academic year in which it is offered. The College will ensure that the complainant is provided with his approved academic adjustment(s) and/or

auxiliary aid(s) when re-taking any course. If the complainant chooses to be reimbursed for all expenses, the College will reimburse all expenses within seven (7) business days of receiving his request.

**REPORTING REQUIREMENT:** Within 60 calendar days after this Agreement is signed, the College will provide documentation to OCR demonstrating that it has offered the complainant an opportunity to retake or be reimbursed the expenses related to the courses listed in term 2 and a copy of the complainant's response, if any. If the complainant chooses to be reimbursed for all expenses for any of the courses listed in term 2, the College will provide to OCR a copy of a check(s) payable to the complainant or documentation of any other form of reimbursement.

Within 30 calendar days after the end of each semester that the complainant re-takes any of the courses listed in term 2 at the College, the College will provide documentation to OCR demonstrating that the complainant re-enrolled in the course(s) and was provided with his approved academic adjustment(s) and/or auxiliary aid(s).

3. **Policies and Procedures.** By **April 30, 2019**, the College will review and revise, as necessary, its policies and procedures governing the provision of note-taking as an auxiliary aid/service to students with disabilities and the standard forms/letters it uses to implement the policies and procedures, to ensure that such policies and procedures are consistent with the requirements of Section 504 and Title II, and provide students reasonable, timely and appropriate note-taking services. The revisions will eliminate requirements, if any, to ensure the policies and procedures:

- a) do not place the burden of finding a note-taker on a student with a disability who has been granted a note-taker as an accommodation;
- b) do not require students with disabilities who have requested accommodations to disclose that they have a disability to note-takers; and
- c) do not make the provision of note-taking assistance deemed necessary as an auxiliary aid/service contingent upon the availability of volunteer note-takers or at the discretion of faculty to provide notes.

The revisions will ensure the policies and procedures:

- d) address how the College will, in a timely fashion, meet the needs of a student with a disability who has been granted a note-taker as an accommodation when no note-taker is available including, for example, notifying instructors to post lecture notes, designating Disability Resource Center (DRC) staff to serve as note-takers or hiring additional paid note-takers or transcriptionists; and
- e) describe DRC responsibilities to ensure that students are provided with notes from their note-taker.

**REPORTING REQUIREMENT:** By **April 30, 2019**, the College will provide its revised note-taking policies and procedures as well as associated forms/letters to OCR for its review and approval.

4. OCR will provide feedback to the College concerning its draft policies and procedures where warranted. Within 30 calendar days of OCR's approval of the revised policies and procedures, the College will adopt and implement the revised policies and procedures. The College will also ensure that the accommodation plan(s) for the complainant are amended, as necessary, to reflect the aforementioned changes in the College's policies and procedures.

**REPORTING REQUIREMENT:** Within 30 calendar days of its final adoption of the revised policies and procedures, the College will provide documentation to OCR establishing that it has adopted and implemented the new policies and procedures, updated all relevant publications, including student handbooks, if applicable; and revised the College's website as necessary.

5. **Training.** Within 30 calendar days of OCR's approval of the revised policies and procedures, the College will provide training to College employees directly responsible for receiving, reviewing, responding to, and approving requests for academic adjustments and/or auxiliary aids made by students with disabilities, including but not limited to the Director and staff of the DRC on the revised note-taking policies and procedures.

The College will also notify all faculty and administrators who are involved in the approval, provision, and/or delivery of academic adjustments and/or auxiliary aids and services to students with disabilities of the revised policies and procedures. The notification will include a copy of or link to the revised policies and procedures as well as the name, title and contact information for the College's DRC Director to respond to any questions regarding the revised policies and procedures.

**REPORTING REQUIREMENT:** Within 30 calendar days of conducting the training, the University will provide OCR with documentation that it has conducted the required training and will provide the following information: the date(s) the training was conducted; the name and title of the individual(s) conducting the training; a list of staff, faculty and administrators, by name and title, who participated in the training and copies of any written materials (i.e., slides, handouts) used or distributed during the training. The College will also provide a copy of the notification sent to faculty and administrators along with a distribution list.

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 the Agreement, if necessary, OCR may visit the College, interview College employees 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 of the Rehabilitation Act of 1973 at 34 C.F.R. § 104.41 and Title II of the Americans with Disabilities Act of 1990 at 28 C.F.R. § 35.130(7)(i), which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this complaint.

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.

For Central New Mexico Community College:

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December 12, 2018

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Dr. Eugene Padilla  
Vice President of Student Services

Date