

RESOLUTION AGREEMENT
Wake Technical Community College
OCR Case Nos. 11-14-2285 and 11-14-2328

Wake Technical Community College (the College) agrees to fully implement this Resolution Agreement (the Agreement) to resolve Office for Civil Rights (OCR) Cases Nos. 11-14-2285 and 11-14-2328. This Agreement does not constitute an admission by the College of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR.

GENERAL PROVISIONS

1. The federal accessibility standards referenced in this Agreement are: the Section 504 implementing regulation, at 34 C.F.R. §§104.21-104.23; the regulations implementing Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 et seq., at 28 C.F.R. Part 36; the American National Standards Institute (ANSI) standards (A117.1-1961, re-issued 1971); the Uniform Federal Accessibility Standards (UFAS); the Americans with Disabilities Act Accessibility Guidelines (ADAAG); and the “2010 Standards for Public Accommodations and Commercial Facilities Title III” (the “2010 Standards”).
2. All references to Student A and Student B refer to the Complainant's twin daughters, who were students at the College. All references to academic adjustments include auxiliary aids and services. References to the program are to the Adult Basic Education program.

SUBSTANTIVE PROVISIONS

A. Academic Adjustments

1. By June 15, 2015, the College shall offer to Student A and Student B, in writing, the opportunity to reenroll at the College, for the 2015-2016 academic year, and to be reinstated to where they were in the Program when they both left.

Reporting Requirement:

By July 1, 2015, the College will provide OCR with documentation to show that it has completed item number 1 above. The documentation shall include copies of the offer to Student A and Student B to reenroll.

2. If Student A and Student B accept the College's offer, within 20 calendar days from the date of Student A and Student B's response, the College and the Complainant, Student A and Student B, shall meet. Specifically, by July 6, 2015, appropriate College staff, including the Director of the College's Disability Support Services (DSS) office, the Assistive Technology Specialist, the Building Principal, the Complainant and Student A and Student B will meet to revisit the Students accommodation plans and determine what academic adjustments are appropriate. If it is determined that Student A and Student B need an individual scribe, then within one (1) week of the date of the meeting, the College will take appropriate steps to ensure that Student A and Student B are provided an individual scribe at the College's expense.

Reporting Requirements:

Within 10 calendar days of the date of the meeting between the parties specified in commitment 2, the College will provide OCR with a copy of the meeting notes or minutes reflecting the meeting discussion as well as the determination as to what academic adjustments Student A and Student B should be provided. If it is determined during the meeting that only one scribe should be provided to assist both Student A and Student B, then the College will also provide a detailed plan as to how it will ensure that the needs of both Student A and Student B will be met, per commitment 2.

3. By July 13, 2015, the College will take action to ensure the following: that the role of the scribe(s) is clarified in writing and a copy is provided to Student A and Student B; a plan is developed to ensure the timely arrival of the scribe(s) on a consistent basis; action is taken to ensure that neither Student A nor Student B is counted as being late to or absent from class due to the late arrival or absence of the scribe(s); and both are not denied the same number of hours of instruction as their non-disabled peers due to there being no or insufficient scribes or being late. The College will maintain a record or log indicating the dates that the scribe(s) assisted Student A and Student B and the time of arrival of the scribe(s).

Reporting Requirements:

By August 1, 2015, the College will provide OCR with a copy of the document clarifying the role of the scribe(s), and the date that the document was provided by Student A and Student B. The College will also provide OCR with a copy of the plan to ensure the timely arrival of the scribe(s), and information concerning the actions taken by the College to ensure that neither Student A nor Student B is counted as being late to or absent from class due to the late arrival or absence of the scribe(s). With this documentation, the College will provide a copy of the record/log of the dates that the scribe(s) assisted the Students and the time of arrival of the scribe(s)), per commitment 3.

B. Program Accessibility

By January 2015, the College will ensure that its Program is relocated to a building that is physically accessible. By “physically accessible,” the College will ensure that its Program is relocated to a building that meets applicable UFAS or 1991 ADAAG standards of accessibility. Specifically, the College shall ensure that there is an accessible entrance to the facility and an accessible restroom with adequate turn space within the stall to negotiate a wheelchair.

Reporting Requirement:

By July 1, 2015, the College will provide OCR documentation indicating the name and location of the facility to which the Students' Program has been relocated. With this documentation, the College will also provide pictures of the facility, and measurements of the entranceway to the building, the accessible restroom, and the restroom stall to evidence that the facility is physically accessible to persons with disabilities, per commitment B1.

C. Procedures and Training:

By August 1, 2015, the College will submit to OCR its Policies and Procedures for providing services to students with disabilities for review and approval.

By December 1, 2015, the College will ensure that the DSS Director, the IT Specialist and other persons who have responsibility to provide academic adjustments and/or services to students with disabilities are provided training on the College's policies and procedures for providing services to students with disabilities, as well as Section 504 policies and procedures.

Reporting Requirements:

By December 15, the College will provide OCR with a copy of documentation (e.g., sign-in sheets; copies of the training agenda and training materials distributed or referenced during the training) indicating that all staff involved in providing services to students with disabilities at the building in which the Program is housed have been trained on the College's policies and procedures and Section 504.

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 the regulation implementing Section 504, Title II, at 34 C.F.R. §§104.21-104.23 and 28 C.F.R. Part 36, which were at issue in this case.

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 District, 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, at 34 C.F.R. Part 104, and Title II, at 28 C.F.R. Part 35, which were at issue in 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 and 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

/s/

6/11/2015

Director/President
Wake Technical Community College

Date