

**Resolution Agreement  
Tidewater Community College  
OCR Complaint No. 11-15-2027**

Tidewater Community College (the College), agrees to fully implement this Resolution Agreement (the Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-15-2027. 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.

**I. Individual Relief for the Student.**

- A) **Within 10 days** of entering into this Agreement, the College will notify the Complainant in writing that the College will offer to remove from the Complainant's official transcript her final grade in XXXX from the fall 2014. If the Complainant accepts the offer to remove her final XXXX grade, the College will re-calculate her cumulative grade point average (GPA) to reflect the removal and reimburse her for the tuition expense associated with XXXX.

**REPORTING REQUIREMENT:**

**By June 30, 2015**, the College will submit to OCR written verification to OCR that it has offered to remove the Complainant's XXXX grade from her official transcript. If the Complainant accepts that offer, the College will submit written verification of the grade removal, the recalculation of the Complainant's GPA, and the reimbursement of tuition expense associated with XXXX.

**II. Revise the Student Complaint/ Grievance Procedure.**

- A) **By July 31, 2015**, the College will develop a grievance procedure or revise its Student Complaint Procedure (Procedure) to provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504 or by Title II, including harassment, and will include, at a minimum:
1. a notice that the procedure applies to complaints of disability discrimination, including disability harassment;
  2. a notice that explains against whom a complaint may be filed and if different based on status (employee, student, third party), then describe in detail how to file based on the respondent's status;
  3. an explanation of how to file a complaint under the procedure; if required that a complaint must be written, provide a notice that assistance will be provided and how to obtain that assistance;
  4. the name or title, office address, and telephone number of the individual with whom to file a complaint; if more than one procedure applies, provide a clear written description of each procedure along with the name or title, office address,

- and telephone number of the individual with whom to file a complaint;
5. an assurance that the College will put in place when applicable interim measures while investigating a complaint along with examples of what might be appropriate interim measures;
  6. an assurance that the College will take steps to prevent recurrence of any discrimination and to correct its discriminatory effects on the complainant and others, if appropriate; including in instances where the same or similar external complaints have been filed; and
  7. a statement discussing confidentiality of the process.

**REPORTING REQUIREMENT:** By **July 31, 2015**, the College will submit for OCR's review and approval a draft of its grievance procedure or revised Student Complaint procedure.

- B) **Within seven (7) days** of OCR's approval of the grievance procedure or revised Student Complaint procedure, the College will widely publicize the procedure by sending written notification to the College community, including students, staff, faculty, and instructors; at the next regular printing of publications, publishing the procedure; and posting a link to the procedure in an easily accessible location on the College's web site. In so doing, the College will ensure that there is a clear explanation, including cross-referencing related policies and procedures, for how a student may file a complaint of disability discrimination, including harassment, in the College and what the procedure will be if a student does so.

**REPORTING REQUIREMENT: Within five (5) days** of finalizing the new or revised procedure, the College will submit to OCR documentation that it has publicized the procedure, including an email link to its website evidencing publication of the procedure and a copy of the written notice to students, staff, faculty, and instructors.

### **III. Training on the College's Section 504/Title II Responsibilities.**

By **August 31, 2015**, the College will provide the XXXX faculty, staff, and instructors, and the academic dean responsible for the XXXX discipline, training on the requirements of Title II and Section 504 related to ensuring effective communications and providing necessary academic adjustments and auxiliary aids and services. The training will emphasize the College's obligations under Title II and Section 504 to ensure effective communications with students with disabilities and to provide necessary and effective academic adjustments and auxiliary aids and services to ensure students with disabilities have equal access to the education program as compared to students without a disability.

#### **REPORTING REQUIREMENTS:**

- a. By **June 30, 2015**, the College will submit to OCR for review and approval the proposed training program, including the name and qualifications of the trainer and the training materials, prior to conducting the training.

- b. By **September 4, 2015**, the College will provide OCR with a report confirming completion of the required training, including: (a) the date of the training session(s); (b) copies of the sign-in sheet(s) with the names and titles of the College personnel who participated in the training session(s); (c) the name, title and qualifications of the individual(s) who provided the training to the College staff; and (d) copies of the agenda and a description of the content of the training, including any training materials disseminated at the training session(s).

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 the provisions of Section 504 and Title II which were at issue in this case.

The College also 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 regulation implementing the provisions of Section 504 and Title II 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, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the College written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/S/\_\_\_\_\_  
President of the College or Designee

\_\_\_\_\_/5/26/2015\_\_\_\_\_  
Date