

RESOLUTION AGREEMENT
Southeast Missouri State University
Docket # 07162070

Southeast Missouri State University (University), Cape Girardeau, Missouri, submits this Agreement to the U.S. Department of Education, Office for Civil Rights (OCR) to resolve OCR Docket No. 07162070. This complaint was filed under Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code (U.S.C.) § 794, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance (FFA) from the Department; and under Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities. The University, as a recipient of FFA and a public entity, is subject to the requirements of Section 504 and Title II.

The University is resolving this complaint during OCR's investigation pursuant to Section 302 of OCR's *Case Processing Manual*.¹ Therefore, OCR has not made any findings of fact or law, or issued a final determination with respect to this complaint. The Agreement addresses the Complainant's allegations that the University discriminated against him on the basis of disability by failing to provide him academic adjustments and auxiliary aids, as well as other concerns raised by OCR's investigation. The University agrees to take the following actions, but nothing contained in this Agreement shall be construed to constitute an admission on the part of the University with regard to any of the allegations in this complaint:

REVISION AND PUBLICATION OF NOTICE OF NONDISCRIMINATION

1. The University will revise its notice of nondiscrimination to include: (1) "color" as a protected category, (2) contact information for the University's designee(s) to handle inquiries, and (3) contact information for OCR's regional office in Kansas City, Missouri: Office for Civil Rights, 1010 Walnut Street, Ste. 320, Kansas City, Missouri 64106; Phone: (816) 268-0550 or 877-521-2172 (TTY), and Email: OCR.KansasCity@ed.gov.²

REPORTING REQUIREMENT: By **October 15, 2016**, the University will provide OCR with a copy of its draft revised notice of nondiscrimination for OCR's review and approval.

2. The University will publish its revised notice of nondiscrimination in electronic (including online) and printed publications for general distribution, including, but not limited to, the following: any publications containing general information about the University, student and employee handbooks, extracurricular activity application forms, and similar documents that it makes available to students, employees, and other interested persons. The University will also prominently display its revised notice of nondiscrimination in an easily visible location on its website.

¹ OCR's *Case Processing Manual* may be accessed at <http://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.html>.

² The University may consult OCR's sample notice of nondiscrimination for further guidance at <http://www2.ed.gov/about/offices/list/ocr/docs/nondisc.html>.

REPORTING REQUIREMENT: **Within 60 days** of receiving OCR's approval of the revised notice of nondiscrimination the University will provide OCR with a current list of the posted, electronic (including online), and hard-copy publications containing the revised, OCR-approved notice of nondiscrimination, with links to the electronic publications and copies of the hard-copy publications.

REVISION OF SECTION 504/TITLE II GRIEVANCE PROCEDURES

3. The University will revise its grievance procedures and forms as necessary to comply with Section 504 and Title II and the applicable federal regulations, including 34 C.F.R. § 104.7, by including language ensuring prompt resolution of complaints alleging discrimination on the basis of disability.

REPORTING REQUIREMENT: By **October 15, 2016**, the University will provide OCR with a copy of the draft grievance procedures and forms for OCR's review and approval.

4. The University will publish its revised Section 504/Title II grievance procedures and forms in electronic (including online) and printed publications for general distribution, including, but not limited to, the following: the University's website, any publications containing information about the University's compliance with or obligations under Section 504/Title II, and student and employee handbooks.

REPORTING REQUIREMENT: **Within 60 days** of receiving OCR's approval of the grievance procedures and forms the University will provide OCR with a current list of the posted, electronic (including online), and hard-copy publications containing the grievance procedures and forms, with links to the electronic publications and copies of the hard-copy publications.

REVISED SATISFACTORY ACADEMIC PROGRESS (SAP) APPEAL POLICY

5. The University will revise its SAP Appeal Policy to:
 - a. establish guidelines and/or criteria that the appeals committee will consider when a student appeals the University's decision that the student failed to meet SAP to ensure that appeals committee decisions adequately consider the circumstances of students with disabilities;
 - b. ensure that the appeals committee review process provides for consideration of allegations in a student's appeal that the student's academic progress has been materially affected by unlawful discrimination, retaliation or harassment based on factors prohibited under OCR regulations, as appropriate for each individual case; and
 - c. state that students who appeal will be provided a written decision that identifies the reason(s) the student's appeal was granted or denied, along with information

regarding whether the student may take any steps that would support a renewed or further appeal, if any.

6. The University will publish its revised SAP Appeal Policy in electronic (including online) and printed publications for general distribution, including, but not limited to, the following: the University's website, any publications containing information about financial aid at the University, and student handbooks.

REPORTING REQUIREMENTS: By **October 15, 2016**, the University will provide OCR with a copy of (or electronic link to) its revised SAP Appeal Policy as set forth in Paragraph 5 of this Agreement for OCR's review and approval.

Within thirty (30) days of OCR's final approval of the revised SAP Appeal Policy, the University will provide written correspondence to all currently-enrolled students regarding the revised SAP Appeal Policy. An electronic notification is permissible.

Within sixty (60) days of OCR's final approval of the SAP Appeal Policy, the University will provide to OCR a copy of the notification to students regarding the revised SAP Appeal Policy, along with any documentation necessary to verify that it was sent to all currently-enrolled students.

TRAINING

7. **By January 15, 2017**, the University will provide training on the University's newly adopted Section 504/Title II grievance procedures and forms to all Disability Services staff members and all other employees involved in the resolution of complaints alleging disability discrimination.
8. **By January 15, 2017**, the University will provide training to all members of the SAP appeals committee regarding the revised SAP policy.

REPORTING REQUIREMENT: **Within thirty (30) days** of the training sessions required in Paragraphs 7 and 8, the University will submit to OCR documentation that demonstrates completion of the training required in Paragraphs 7 and 8 of this Agreement. Such documentation should include the date(s) of the training session(s), an outline on the content of the training, the name and title of the trainer(s), and an attendance sheet signed by the participants providing their names, titles, and work location(s).

INDIVIDUAL RELIEF

9. **Within 5 days** of the date of this Agreement, the University will notify the Complainant in writing that he has 10 days to identify the particular deficiencies he alleges with regard to provision of his adjustments, aids, and services during the 2015-16 school year. If the Complainant provides such information in a timely manner, the University will, within 15 days of receipt of that information, investigate whether the Complainant adequately received his adjustments, aids, and services during the 2015-16 school year.

10. **Within 60 days** of the date of this Agreement, the SAP appeals committee will reconsider the Complainant's SAP appeal in light of the University's conclusions regarding whether the Complainant received his adjustments, aids, and services during the 2015-16 school year. The investigation and determination will include appropriate due process standards and will provide for an equitable resolution of the Complainant's allegations. Regardless of the SAP appeals committee's determination at that time, the Complainant will retain his right to seek another SAP appeal if he completes the courses for which he took "Incompletes" in the spring 2016 semester, so long as he completes those courses within the time prescribed.

REPORTING REQUIREMENT:

Within 30 days of the completion of obligations in Paragraphs 9 and 10, the University will submit documentation demonstrating satisfaction with Paragraphs 9 and 10, such as the investigative file and appeal file.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, which were at issue in this case.

The OCR and the University understand and agree that the changes set forth in this Agreement to electronic (including online) information and forms will be made as soon as practicable after such changes have been approved by the OCR and as may be required and appropriate, by University officials and/or the Board of Regents. Printed materials will be revised to include the approved changes with the next reprinting in the normal course of business.

The University 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 and that all actions taken to comply with the requirements of the Agreement are subject to OCR's review and approval. Further, the University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II.

The University 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 University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/
Carlos Vargas, President
Southeast Missouri State University

September 14, 2016