

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND ILLINOIS CENTRAL COLLEGE

I. BACKGROUND

1. Illinois Central College, a public college located in Peoria and Tazewell Counties, Illinois, is a public entity within the meaning of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12131(1)(B), and is therefore subject to Title II of the ADA, 42 U.S.C. § 12132, and its implementing regulations, 28 C.F.R. §§ 35.101 *et seq.*
2. In January 2020, the United States Department of Justice (“United States” or the “Department”) notified Illinois Central College (“ICC” or the “College”) that the Department was initiating an investigation into the College’s treatment of students with disabilities, including its handling of complaints of discrimination on the basis of disability, pursuant to its authority to administer and enforce Title II of the ADA and Title II’s implementing regulations.
3. Title II of the ADA prohibits public entities from discriminating against individuals on the basis of their disability. 42 U.S.C. § 12132. Title II’s implementing regulations prohibit public entities from, among other things, denying an individual an opportunity to participate on the basis of their disability, 28 C.F.R. § 35.130(b)(1). In addition, the regulations require public entities to “adopt and publish grievance procedures providing for prompt and equitable resolution of complaints.” 28 C.F.R. § 35.107(b).
4. After conducting its investigation, the Department concluded that the College, among other issues, failed to adopt grievance policies that ensure “equitable resolution of complaints” as required by the Title II implementing regulations. *Id.* The College admits no violation.
5. The United States and the College (collectively, the “Parties”) voluntarily enter into this settlement agreement (“Agreement”) to resolve the Department’s investigation and to ensure the College’s compliance with the ADA and its implementing regulations. In particular, under the terms of this Agreement, the College will ensure that (1) clear grievance procedures explaining the time frame and each step in the process are adopted, published and made easily accessible to students and staff; (2) appropriate due process standards are incorporated into the procedures to ensure that investigators act impartially, interview relevant witnesses, make informed decisions, and explain the bases for those decisions; and (3) investigators are adequately trained on the standards that apply to investigations of discrimination on the basis of disability.

6. In consideration of this Agreement, the Department agrees to close its investigation without further enforcement action, except as set out in Paragraph 25. The Parties agree and acknowledge that this consideration is adequate and sufficient.

THEREFORE, the Parties, through their authorized representatives, hereby stipulate and agree as follows:

II. ACTIONS TO BE TAKEN BY THE COLLEGE

7. The College agrees to implement the remedial measures in this Agreement. Where the College has already initiated remedial measures, this Agreement memorializes them. This Agreement will remain in effect for three full school years following the effective date, subject to Section III below. The Parties acknowledge that the requirements of this Agreement are intended to be implemented over the duration of the Agreement.
8. The College will comply with the requirements of Title II of the ADA, 42 U.S.C. §§ 12131-34, as amended, and its implementing regulation, 28 C.F.R. Part 35. Title II mandates that “no qualified individual with a disability will, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.” 42 U.S.C. § 12132; *see also* 28 C.F.R. § 35.130(a). This prohibition on discrimination requires that:
 - a. The College, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, on the basis of disability, deny a qualified individual with a disability the opportunity to participate in or benefit from the aid, benefit or service. 28 C.F.R. §§ 35.130(b)(1)(i);
 - b. The College, in providing any aid, benefit, or service, may not, directly or through contractual, licensing, or other arrangements, on the basis of disability, otherwise limit a qualified individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving the aid, benefit, or service. 28 C.F.R. § 35.130(b)(1)(vii);
 - c. The College may not, directly or through contractual, licensing, or other arrangements, utilize criteria or methods of administration that have the effect of subjecting qualified individuals with disabilities to discrimination on the basis of disability. 28 C.F.R. § 35.130(b)(3)(i); and
 - d. The College will make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the College can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity. 28 C.F.R. § 35.130(b)(7)(i).

ADA Coordinator

9. Within 15 days of the effective date, the College will develop a job description for an ADA Coordinator. The description must include: a) an explanation of the Coordinator's duties, including coordinating compliance with the ADA, and personally handling or overseeing staff who handle complaints of discrimination and harassment on the basis of disability filed by or against students, staff or third parties, b) qualifications, and c) training requirements. The College will provide a copy of the job description to the United States.
10. Within 30 days of developing the job description for the ADA Coordinator, the College will identify a qualified employee to serve as the ADA Coordinator. If the College is unable to identify an employee with the requisite training requirements, it will ensure that the appointed Coordinator obtains the necessary training within 30 days of their appointment. Once the Coordinator is identified, the College will provide the United States with the Coordinator's name and documentation of the Coordinator's qualifications and training. The College will also publish the ADA Coordinator's name and contact information in a manner that ensures that students, staff, and third parties can easily access this information.

ADA Grievance Procedures

11. Within 60 days of appointing the ADA Coordinator, the College will develop and submit ADA grievance procedures to the United States for its review and approval. The procedures will include, at a minimum:
 - a. Detailed instructions on how to file a formal complaint of discrimination and/or harassment on the basis of disability, including links to, or copies of, any relevant complaint forms and directions specifying how complainants may check on the status of their complaints;
 - b. Notification to staff of the duty to report incidents of discrimination or harassment on the basis of disability;
 - c. Detailed explanation of the steps in the investigation and resolution process, including the relevant time frames for each stage, and a description of the appeals process;
 - d. Statement of complainant and respondent rights and responsibilities during the process, including the right to an equitable and impartial investigation, to provide evidence and witnesses, and to receive a written explanation of the outcome of the investigation; and

- e. Explanation of any alternative informal resolution process, including notification that participation in informal processes is voluntary, and that complainants can opt for the formal process even after the informal process has begun.
12. Upon the United States' approval of the proposed disability discrimination grievance procedures, the College will post the new procedures on its website and ensure that the procedures are easily accessible from student and employee handbooks. The College will also issue a notification about the new procedure to its students and employees.

Training for Investigators

13. Within 30 days of the United States' approval of the proposed disability discrimination grievance procedures, the College will propose a mandatory annual training program, with training materials, on investigating disability discrimination for any managers and employees involved in the investigation process ("ADA Investigator Training"). The College will submit training materials for the ADA Investigator Training to the United States for its review and approval. The ADA Investigator Training must include, at a minimum, instruction on the standards to apply to identify discrimination under the ADA, a detailed explanation of the College's grievance procedures, and the requirements for adequate investigations of complaints of discrimination or harassment. If the United States does not approve the proposed training program, it shall provide comments and edits to guide revisions. The parties shall work cooperatively to finalize an ADA Investigator Training and training materials that the United States approves.
14. Within 60 days of the United States' approval of the ADA Investigator Training, the College will ensure relevant managers and employees receive the training, including the Civil Rights Equity Coordinator and their Investigative Team, staff in the Access Services Office, the Vice President, and the Dean of Student Success. The College will also ensure that these employees receive the ADA Investigator Training prior to the beginning of each academic year for the duration of this Agreement. The College will retain attendance sheets for the ADA Investigator Training for the duration of this Agreement.
15. Within 30 days of hiring or appointing any new employee to investigate complaints of discrimination or harassment on the basis of disability, the College will ensure the new employee receives the ADA Investigator Training. The College will retain attendance sheets for any new employees that receive the training for the duration of this Agreement.

Training for Theatre Department

16. Within 30 days of the United States' approval of the proposed disability discrimination grievance procedures, the College will propose an annual mandatory training on the requirements of Title II of the ADA for personnel in the Theatre Department who interact with students ("ADA Theatre Department Training"). The College will submit training materials for the ADA Theatre Department Training to the United States for its review

and approval. This training must include, at a minimum, an explanation of the requirements of Title II of the ADA for post-secondary education, and for theatrical productions. The training should also include an explanation of the College's ADA grievance procedure, and employee and contractor obligations to report any discriminatory conduct or allegations of discrimination. If the United States does not approve the proposed training program, it shall provide comments and edits to guide revisions. The parties shall work cooperatively to finalize a training program and training materials that the United States approves.

17. Within 60 days of the United States' approval of the ADA Theatre Department Training, the College will ensure staff, employees, contractors and other personnel in the Theatre Department receive the training. The College will also ensure that all Theatre Department personnel receive the ADA Theatre Department Training on an annual basis prior to the beginning of each academic year for the duration of this Agreement. And, within 30 days of hiring or appointing any new employee or contractor to serve in the Theatre Department or direct school-sponsored plays, the College will ensure the new employee receives the ADA Theatre Department Training. The College will retain attendance sheets for the ADA Theatre Department Trainings, including trainings of any new employees, for the duration of this Agreement.

Reporting and Monitoring

18. In addition to any reporting requirements provided above, the College will provide the United States annual compliance reports in electronic format by August 1 of each year the Agreement remains in effect. These annual compliance reports shall include the following information for the preceding academic year:
 - a. ADA Coordinator: The name and contact information of the ADA Coordinator, documentation of their qualifications, and documentation that they have completed any necessary training for the role.
 - b. ADA Grievance Policies: The most recent version of the ADA grievance procedures, described in Paragraph 11, and a list of employees and managers by name and title involved in the investigation process.
 - c. Trainings: The most recent version of the training materials used to administer the annual trainings described in Paragraphs 13 and 16, and copies of the attendance sheets for trainings referenced in Paragraphs 15 and 17.
 - d. Complaints: For the previous year, the entire complaint file for any grievance filed alleging discrimination or harassment on the basis of disability, including the initial complaint form, investigator notes and reports, documentation of conclusions, and records from any appeals.

III. EXECUTION, DURATION, ENFORCEMENT, AND OTHER TERMS

19. The effective date of this Agreement will be the date when both parties have signed the Agreement. The Agreement will remain in effect through the end of the 2024-25 academic year and will not terminate until at least 90 days after the United States receives the August 1, 2025 report and all other information requested by the United States, as permitted by this Agreement. The United States will notify the College of any compliance-based objections within 90 days of receiving the final August 1 report.
20. This Agreement is not intended to remedy any other potential violations of the ADA or any other law not specifically addressed in this Agreement. Nothing in this Agreement alters the College's obligation to otherwise comply with the requirements of the ADA or of any other federal law.
21. For the duration of this Agreement, the College will preserve and maintain all records and documents, including all electronically stored information, used to compile required reports and all other documents related to its compliance with the Agreement. The College will provide such information promptly to the United States upon request.
22. The United States retains the right to evaluate the College's compliance with this Agreement, including the right to conduct site visits, observe trainings, interview College employees or students, and request any relevant additional information, reports, or data, as are reasonably necessary for the United States to determine whether the College has fulfilled the terms of this Agreement and is in compliance with federal law. The United States will provide the College with no less than 21 days written notice in the event of any on-campus site visits or other visits.
23. By signing this Agreement, the College agrees to provide data and other information in a reasonable and timely manner in accordance with the reporting requirements of this Agreement. To ensure compliance with this Agreement, the United States may request additional status reports or the ability to inspect data or other information maintained by the College. The College will have 60 days to respond to such requests.
24. Failure by the United States to enforce any provision of this Agreement will not operate as a waiver of the United States' right or ability to enforce any provision of this Agreement.
25. In the event of a breach by the College of this Agreement, the United States may initiate judicial proceedings in the United States District Court for the Central District of Illinois to enforce the ADA and the specific commitments and obligations of the College under this Agreement. However, the parties agree that, prior to the initiation of judicial proceedings, they will negotiate in a good faith effort to resolve any such breach for 30 days or until an impasse is reached.
26. This Agreement constitutes the complete agreement between the Parties on the matters it addresses. No prior or contemporaneous communications, either written or oral, or prior drafts will be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

27. This Agreement may be modified only with the written consent of the Parties. Any modification must be in writing and signed by the Parties through their authorized representatives.
28. If for any reason a court of competent jurisdiction finds a part of this Agreement to be invalid, unlawful, or otherwise unenforceable, that decision will not affect the validity of any other part of the Agreement. The College and United States will meet and confer within 15 days after any such decision to determine whether the Agreement should be revised or supplemented in response.
29. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the entities indicated below.
30. This Agreement is binding upon the College, including its principals, administrators, representatives, successors in interest, and legal representatives.

For the United States:

KRISTEN CLARKE
Assistant Attorney General

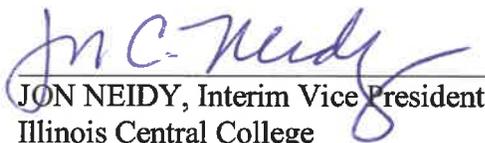


SHAHEENA SIMONS, Chief
KELLY GARDNER, Deputy Chief
AJAY SAINI, Trial Attorney
Educational Opportunities Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Avenue – 4CON
Washington, DC 20530
Phone: 202-598-1651
Email: Ajay.Saini@usdoj.gov

DATE: 11/22/2022

Attorneys for the United States

For Illinois Central College:



JON NEIDY, Interim Vice President of Student Success
Illinois Central College
1 College Dr.
East Peoria, IL 61635