

July 1, 2022

To the John Carroll University Community:

The University Committee on Educational Policies (UCEP) has reviewed the following Attendance Accommodation Policy authored by Student Accessibility Services and recommends it for community comment before it is sent to Faculty Council for the next stage of review.

This policy will be posted until August 31, 2022.

Any questions can be directed to Meghan Gibbons ([mgibbons@jcu.edu](mailto:mgibbons@jcu.edu)), co-chair of UCEP, or Allison West Kaskey ([awest@jcu.edu](mailto:awest@jcu.edu)), Director of Student Accessibility Services.

Best regards,

The University Committee on Educational Policies

## **Student Accessibility Services Attendance Accommodation Policy In-Class Attendance and Remote Attendance Accommodations\***

*\*Please note: The in-class and remote attendance accommodations are two separate accommodations. A student can be eligible for ONE or BOTH accommodations. Please refer to the letter of accommodation (LOA) for the student's accommodation eligibility.\**

### **Overview**

Modifications to attendance policies, such as class absences or remote attendance, are granted on a case-by-case basis and may be an appropriate accommodation when a student has a disability. This policy may apply to students with various documented disabilities, such as individuals with chronic or acute medical conditions. This process is used to address attendance accommodation requests from students whose disability creates challenges to attending class and/or attending class in-person but who seek to attend class remotely. Students must be deemed eligible for these accommodations in advance through Student Accessibility Services, and these accommodations cannot be applied retroactively.

### **What is the in-class attendance accommodation?**

Students with acute or chronic conditions may be eligible for this accommodation if they are unable to attend class occasionally or for a portion of the semester. The purpose of this accommodation is to ensure access to the class and class material by providing flexibility in established attendance policies (for example, additional absences and/or flexibility with assignment deadlines beyond what is listed on the syllabus). The purpose of this accommodation is to ensure students with disabilities are not disproportionately penalized for their absences due to exacerbations of their condition that impact their ability to be present for every class session.

### **What is the remote attendance accommodation?**

Students with acute or chronic conditions may be eligible for this accommodation if they are unable to attend class in person (live lectures/in-class participation) but are able to attend class remotely for a portion or all of a semester. The purpose of this accommodation is to provide a student with access to the class and class material by offering flexibility in established attendance policies to permit the student to attend and participate in a class synchronously in a remote format, for a portion or all of a semester. The purpose of this accommodation is to ensure students with disabilities are able to participate in class remotely and therefore not be disproportionately penalized for exacerbations of their condition that impact their ability to be present for every class session in person.

### **Eligibility**

It is the student's responsibility to initiate the accommodation process with Student Accessibility Services (SAS). Requests for accommodations should be made far enough in advance to allow SAS adequate time to review the documentation, determine eligibility, and engage in an interactive process with the student. Generally, it is best to request accommodations at least

several weeks before the start of the semester, or as soon as a disability becomes known. Instructors should be aware that the request for the attendance accommodation (including remote attendance) may occur at any point within the semester. The length of the accommodation may vary depending on the nature of the student's disability and whether it is an acute condition or a permanent disability.

Additionally, students should note that accommodations that are not mutually agreed upon or approved through this process are not active while this process is pending. Additionally, accommodations cannot be applied retroactively. SAS will work in good faith to make determinations regarding a student's request for attendance accommodations within ten (10) business days, absent extenuating circumstances.

There may be instances that do not warrant accommodations through SAS. For example, in non-disability-related cases which may include unexpected illness, injury, or medical emergencies (hospitalizations, etc). Often these situations may be handled by the Academic Success Center in accordance with their normal procedures.

### **Implementation**

Once the student is determined by SAS to be eligible for an attendance accommodation based on documentation submitted to SAS, SAS will provide the student with a Letter of Accommodation (LOA) that includes the student's eligibility for an attendance accommodation. The provision of an attendance accommodation is dependent on the interactive process between the student, instructor and SAS. The interactive process is a process in which the student's request is discussed with the student, the instructor and SAS, and through this collaboration, effective accommodations are determined by the University on a case-by-case basis for each course.

The student is responsible for sharing their LOA with each of their instructors. During the LOA process, the student and instructor should discuss course attendance and participation requirements, procedures for notifying the instructor of absences, as well as policies for make-up assignments and/or exams. Even if the student is approved for an attendance accommodation, the student is still responsible for fulfilling the essential requirements of the course.

In order to meet the University's obligations to the student who requests an attendance accommodation (in person or remote), SAS and the instructor must be able to demonstrate that an interactive process occurred in addressing the student's request for an attendance accommodation. The following steps should be followed:

1. The instructor receives the LOA from the student, along with attendance accommodation forms (including Attendance Accommodation Agreement, Attendance Accommodation Guidelines, and the Attendance Accommodation Policy).
2. The student and instructor review the Attendance Accommodation Policy and related forms.
3. The student signs the Attendance Accommodation Guidelines and submits to SAS.

4. The instructor completes the Attendance Accommodation Agreement form setting out the attendance accommodation plan and submits the completed form along with the syllabus to the student and SAS for pre-approval. SAS may consult with the student, instructor, and/or department chair when necessary.
5. SAS reviews the proposed attendance accommodation agreement and shares the approved attendance agreement with the student and instructor.

One form should be submitted per course, and each student is responsible for complying with that attendance agreement/plan.

If the student is unable to attend class, the student should notify each instructor and the student should make every effort to deliver or have delivered any completed work due to the instructor. In some cases, such as when a student is still in the hospital, it may not be appropriate to initiate a discussion concerning make-up work when the student notifies the instructor of the need to be absent. Once the student is able, it is their responsibility to initiate a conversation with the instructor to determine what work and/or participation must be made up and how it will be completed. Should the attendance plan require adjustment, the student is responsible for speaking with the instructor.

### **Instructor Concerns about Attendance Accommodation**

If an instructor believes an attendance accommodation cannot be met or should be modified, the instructor must immediately consult with SAS. As part of this process, instructors should review the questions outlined below to determine whether attendance (which may include in-person or remote) is an essential requirement for the course and submit their answers in writing to SAS. The questions below were developed based on guidelines from the Office of Civil Rights (OCR) on attendance accommodations:

1. What does the course description and syllabus say about classroom practices and policies regarding attendance (either in person or remote)?
2. What method is used to calculate the final grade?
3. Is there classroom interaction between the instructor and students or among students?
4. Do student contributions constitute a significant component of the learning process?
5. Does the fundamental nature of the course rely upon student participation as an essential method for learning?
6. To what degree does a student's failure to attend (or be present in person) constitute a significant loss to the educational experience of other students in the class?

Instructors are not expected to alter the fundamental nature in which the course is taught and are not expected to recreate a complete parallel course. Requests for alternative assignments or activities to satisfy course requirements may be considered where they are reasonable and appropriate and do not fundamentally alter the nature of the course. Instructors are permitted to exercise their professional judgment in determining the amount of alternative work required for substitute assignments or activities. Any determination regarding whether or not an accommodation interferes with the essential requirements of a course or is a fundamental alteration of the course must be made in consultation with SAS.

If the consultation between the instructor and SAS does not arrive at an attendance accommodation plan or reasonable alternative for the student that is reasonable in the view of both the instructor and SAS, SAS will contact the Vice President of Diversity, Equity, and Inclusion or designee to assist with a reasonable resolution by consulting with SAS and the instructor, as well as the Provost Office, when necessary.

Absent extenuating circumstances, a good faith effort will be made to resolve the matter within five (5) business days after the date of the instructor's notice to SAS that an attendance accommodation could not be made or needs to be modified.

If a student is not satisfied with the determination of their accommodation request or with the interactive process, the student should first contact SAS for more information and discussion. If a resolution is not achieved, the student should follow the process outlined in JCU's Disability-Related Grievance Policy.

\* This Interim In-class/Remote Attendance Policy was adopted in 2018 and updated on April 1, 2022. The interim policy remains in effect and will continue to be utilized by Student Accessibility Services (SAS) to address attendance accommodation requests until a final In-class/Remote Attendance Policy is approved via University processes.

## Class Attendance Accommodation Agreement

**To be completed by SAS student: Based on your Letter of Accommodations**, please select your eligibility for accommodation(s) from the following (check one only):

Class Attendance Accommodation Eligibility:	Check ONE below
In-Class Attendance Accommodation ONLY	<input type="checkbox"/>
Remote Class Attendance Accommodation ONLY	<input type="checkbox"/>
BOTH In-Class and Remote Attendance Accommodation	<input type="checkbox"/>

### **To be completed by the Instructor:**

Please complete the section/s that align with the accommodation eligibility listed. **\*Please note, the class attendance accommodation eligibility selected above should match the Letter of Accommodations.** If the selection above does not match the Letter of Accommodations, please reach out to SAS ([sas@jcu.edu](mailto:sas@jcu.edu)).\*

### **In-Class Attendance Accommodation-To be completed by the instructor, based on syllabus review.**

1. In the event of an unexpected absence or if the student is not able to participate in class, what is the expected *time frame for the student to notify the instructor* (e.g. within 24 or 48 hours)?
2. If the student is unable to complete an in-class assignment, quiz, or exam, as a result of their disability, what is the expected *time frame for the student to notify the instructor* (e.g. within 24 hours, 1 week, etc.)?
3. If the student is unable to complete an in-class assignment, quiz, or exam, as a result of their disability, what is the expected *time frame for making up the assignment, project, or exam* (e.g. 2 days, 1 week, etc. from the original due date)?
4. What is the maximum number of days that a student can be absent with the flexible attendance accommodation before they need to schedule an appointment with the instructor to discuss their future in the course (this is typically more flexible than the attendance policy stated in the syllabus; feel free to consult with SAS)?

**Remote Attendance Accommodation-To be completed by the instructor, based on syllabus review.**

*\*Please note: Flexibility with class attendance only applies for this accommodation unless the student is eligible for both the attendance accommodation and the remote learning accommodation.*

1. What is the maximum number of days that a student can attend class remotely with the flexible attendance accommodation before they need to schedule an appointment with the instructor to discuss their future in the course?
2. How will the remote accommodation be carried out logistically for the student to ensure that the student can participate and fulfill class requirements (Zoom, etc.)?
3. What alternate assignments for class participation are available for the student (participate on Zoom, write responses in chat, join group/discussion remotely, etc.)?

*If you agree to the completed Class Attendance Accommodation Agreement as stated above, please sign below.*

Student printed name/signature \_\_\_\_\_ Date \_\_\_\_\_

Instructor printed name/signature \_\_\_\_\_ Date \_\_\_\_\_

Course name \_\_\_\_\_

SAS signature \_\_\_\_\_ Date \_\_\_\_\_

*\*SAS will note any notes of necessary modifications and communicate these with the instructor/student*

## Student Accessibility Services

### Class Attendance Accommodation Guidelines

- I understand that it is my responsibility to request and review the completed attendance agreements with my faculty to establish means for satisfying the course requirements, with or without accommodations.
- I understand that I am responsible for fulfilling the essential requirements of the course including class participation expectations, knowing the specific policies in regards to attendance, and the make-up of any missed assignments and exams according to each course syllabus.
- I understand that it is my responsibility to notify my instructor(s) and/or SAS in a timely manner if I am unable to attend class, lecture, or lab in accordance with the stated policy in the syllabus if I have the attendance accommodation (e.g., prior to class or within 24 hours of absence, if possible).
- I understand that if I miss class for a disability-related reason, I am responsible for contacting the instructor within the agreed upon time period in order to make up any missed assignments. I am responsible for initiating a conversation with my instructor regarding the completion of any missed assignments and/or exams. I will review with the instructor the determined reasonable time frame for the completion of any missed assignments/exams.
- I understand that depending on the nature of my program or the courses that I am in, this accommodation may not be applicable. For example, flexible attendance is not a reasonable accommodation for courses and programs that are high in participation and discussion.
- I understand that in extreme situations (such as hospitalization), I should contact Academic Advising and Student Services to send notice to my instructor or other appropriate university officials.
- I understand that if the number of absences becomes excessive and/or compromise the participation requirements of the course, I need to meet with the instructor to discuss whether it would be in my best interest to withdraw from the course.
- I understand that if I have questions regarding this document or the attendance accommodation policy, I can set up a meeting with the SAS office to review and clarify.
- I understand and agree that I am only eligible for the accommodations listed in my LOA.

*By signing this I agree I have reviewed and understand the class attendance accommodation guidelines*

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Student signature

Date