

RESOLUTION AGREEMENT
New England Law | Boston
OCR Complaint No. 01-22-2036

New England Law | Boston (the “Law School”) has voluntarily entered into this Resolution Agreement (the “Agreement”) to resolve the allegations in the above-referenced complaint (the “Complaint”) pursuant to Section 302 of OCR’s *Case Processing Manual*. The Law School assures OCR that it will take the following actions. Nothing in this Agreement or in the related Resolution Letter constitutes any admission or acknowledgement by the Law School of any wrongdoing or that it committed any violation of any law or policy, or that any of the allegations in the Complaint are accurate. OCR has made no final determinations of noncompliance by the Law School, and neither this Agreement nor the Resolution Letter constitutes an admission of liability, non-compliance, or wrongdoing by the Law School. The Law School is entering into this Agreement in order to obtain a resolution of this matter.

I. Action Item 1

1. Within ten (10) business days of the execution of this Agreement, the Law School will send the Complainant a written invitation to a meeting with the newly appointed Director of Student Services and another employee or representative of the Law School as it deems appropriate to occur at a mutually agreeable time and place prior to the start of the 2022–2023 academic year. The invitation will state that the meeting agenda will include a discussion of the Complainant’s previous 2021–2022 academic year and ways that the Law School can support the Complainant and improve communication between the Complainant and Student Services going forward. The invitation will note that the Complainant has the option to convert all of the Complainant’s course letter grades from the 2021–2022 academic year to pass/fail, but if the Complainant exercises this option, the Law School will not calculate a Grade Point Average (GPA) for the Complainant until after the Complainant’s grades from the first term of the 2022–2023 academic year are finalized, at which point the Complainant’s GPA will incorporate all non-pass/fail letter grades on the Complainant’s transcript. If the Complainant’s grade for any 2021–2022 academic year course converts to a failing letter grade (i.e., a letter grade of “F”), the Complainant will have the option to withdraw from and retake the course during the 2022–2023 academic year. The invitation will note that the Director of Student Services and/or other employee or representative of the Law School in attendance will endeavor in good faith to answer any questions the Complainant may have about the advantages or disadvantages of converting all of the Complainant’s course letter grades from the 2021–2022 academic year to pass/fail. The invitation will also state that, if the Complainant opts for all of the Complainant’s course letter grades to be converted to pass/fail for the 2021–2022 academic year, the Law School will provide, at the Complainant’s written request to the Dean of the Law School, a written communication confirming for any or all of the Complainant’s courses from the 2021–2022 academic year the grade the Complainant would have received in that class if the Complainant had not converted the grades the Complainant earned from the 2021–2022 academic year to pass/fail. The invitation will also include a clear written statement of the Complainant’s approved academic adjustments.

2. Reporting Requirements

- a. Within twenty (20) business days of the execution of this Agreement, the Law School will provide OCR a copy of the written invitation and any enclosed documents referenced in Action Item 1, including the clear written statement of the Complainant's approved academic adjustments.
- b. Within ten (10) business days of the start of the 2022–2023 academic year, the Law School will provide OCR with written minutes of the meeting referenced in Action Item 1.

II. Action Item 2

1. Within one (1) calendar year of (a) the Complainant's graduation from the Law School or (b) the Complainant's written notification to the Dean of the Law School that the Complainant has graduated from another American Bar Association (ABA) approved law school, and prior to the Complainant sitting for the bar exam, the Law School will offer the Complainant ten (10) hours of academic assistance through its Academic Support Program in subject matter that will be tested on the bar exam of the Complainant's choice and that was covered in the Complainant's 2021–2022 academic year courses, to occur at a mutually agreeable date and time.

2. Reporting Requirement

Within one (1) calendar year of (a) the Complainant's graduation from the Law School or (b) the Complainant's written notification to the Dean of the Law School that the Complainant has graduated from another ABA approved law school, the Law School will provide OCR a written notification that it has completed Action Item 2. However, if the Complainant has not graduated from (a) the Law School or (b) another ABA approved law school by June 30, 2026, and/or provided written notification to the Dean of the Law School upon the Complainant's graduation from another ABA approved law school, the Law School will provide OCR a written notification of that fact by July 15, 2026 and will have no further obligations under Action Item 2.

III. Miscellaneous

1. The Law School 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 the Agreement. Further, the Law School understands that during the monitoring of this Agreement, if necessary, OCR may visit the Law School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Law School has fulfilled the terms and obligations of this Agreement. Upon the Law School's satisfaction of the commitments made under the Agreement, OCR will close the case.

2. The Law School understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR shall give the Law School written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

