

RESOLUTION AGREEMENT

Colgate University Case No. 02-18-2139

In order to resolve Case No. 02-18-2139, Colgate University (the University) assures the U.S. Department of Education, Office for Civil Rights (OCR) that it will take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104.

Action Item 1: Remedies for the Student

By April 12, 2019, the University will make a written offer to the Student to choose from the following options: (a) re-take XXXX XXXX X XXXXXXXXXXXX XXX XXXXX XXXXXXXX (the course), without cost, with all approved academic adjustments, including extended time on all quizzes; (b) replace the grade he received for the course with a W or an S that would not be calculated in determining his grade point average; or, (c) keep the original grade he received for the course. The offer will specify that the Student has thirty (30) days to respond, and will specify when the Student can avail himself of the course (e.g., the fall 2019 semester, or spring 2020 semester). If the Student elects to retake the course, the University will replace his grade on his transcript with whatever grade the Student earns upon retaking the course. If the Student elects a W, the Student will not receive academic credit for the course. If the Student elects an S, the Student will receive academic credit but the course will not be counted toward fulfilling major requirements. If the Student elects to retake the course, the original grade will not appear on the Student's transcript and instead an "S" will appear in place of the original grade.

Reporting Requirements:

- a) By April 19, 2019, the University will submit to OCR a copy of its written offer to the Student made consistent with Action Item 1, and the Student's response.
- b) By April 30, 2019, if the Student chooses to replace the grade he received for the course with a W or S that would not be calculated in determining his grade point average, then the University will provide documentation to OCR confirming that it made the appropriate grade change.
- c) If the Student exercises the offer to re-take the course, within 30 days of the Student's completion of the course, the University will submit to OCR a copy of the Student's revised transcript, showing the Student's completion of and grade in the course.

Action Item 2: Training

By September 30, 2019, the University will offer training to all University employees and faculty responsible for providing academic adjustments and auxiliary aids regarding the University's obligation to provide approved academic adjustments and auxiliary aids in an

appropriate manner, such as extended time for testing, to students with disabilities. Attendance will be voluntary except that OCR requires the attendance of the professor of the above-mentioned course. The University will provide proof of recent training for its director of disability services.

Reporting Requirement: By October 15, 2019, the University will submit to OCR documentation demonstrating that the training referenced in Action Item 2 of this Agreement has been provided. The report will identify the person(s) who provided the training and a description of the person’s qualifications; a copy of any training materials used or disseminated during the training; and, certification that all requirements in Action Item 2 have been completed.

The University understands that by signing this resolution agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement. Further, the University understands that during the monitoring of the resolution 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 and obligations of the resolution agreement. Upon the University’s satisfaction of the commitments made under the resolution agreement, OCR will close this case.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This agreement will become effective immediately upon the signature of the University’s representative below.

April 9, 2019
Date

/s/
Authorized Representative
Colgate University