



RESOLUTION AGREEMENT

Southern University-New Orleans OCR Reference Number: 06192045

Southern University-New Orleans (SUNO), in New Orleans, Louisiana, voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office.

A. GENERAL TERMS & PRINCIPLES:

OCR and the SUNO enter into this agreement to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, non-compliance, or wrongdoing by SUNO. SUNO assures the U.S. Department of Education, Office for Civil Rights (OCR) that it will take the following actions to comply with 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, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to resolve the issues of this investigation, the District agrees to take the following actions.

Action Item 1

Within **ten (10) calendar days of the date of this Agreement**, SUNO will provide XXXX (Student) with the academic adjustments, auxiliary aids and services necessary to afford Student an equal opportunity to participate in and enjoy the benefits of Student's course(s). Should the aid or service requested by Student not be available or determined to not be reasonable and/or necessary, SUNO may provide Student with such alternative reasonable auxiliary aids and services to provide an equally effective means of participation in Student's course(s) at SUNO.

Reporting Requirement:

Within 30 calendar days of the execution of this agreement, SUNO will provide documentation evincing the provision of the above-referenced academic adjustment, auxiliary aids, and services to Student at SUNO, as referenced in Action Item 1. SUNO will also provide a description or a copy of any communications it has with the Student in complying with Action Item 1, and confirmation of any academic adjustment or auxiliary aids provided to the Student.

Action Item 2

Within **ten (10) calendar days of the date of this Agreement**, SUNO will notify Student in writing, via Certified Mail Return Receipt Requested (CMRRR), of the following:

1. The Student may retake missed assessments in XXXX with necessary academic adjustments or auxiliary aids, with tuition and fees associated with the class waived, and with similar financial aid as the original course, as long as the Student completes this class by **December 31, 2019**.

2. If the Student retakes the missed assessments in XXXX by **December 31, 2019**, the grade the Student received for this class during the Fall 2018 semester will be replaced with the grade XXXX earns after retaking the assessments in this class.

Reporting Requirements:

1. **Within 30 calendar days of the execution of this agreement**, SUNO will submit to OCR a copy of the notification letter sent to the Student and a copy of the receipt of the CMRRR, referenced in Action Item 2 above.
2. If the Student retakes the missed assessments in XXXX, **within 30 calendar days of the date the Student completes the reassessments**, SUNO will provide OCR with the following:
 - a) Documentation showing that SUNO allowed the Student to retake the missed XXXX assessments (at no additional cost to the Student), and with similar financial aid as the original course;
 - b) The grade the Student earned after retaking the missed assessments in XXXX has replaced the grade XXXX received for the course in the XXXX semester.
 - c) The Student's GPA has been recalculated according to the grade XXXX received in retaking the missed assessments in XXXX.

Action Item 3

By **August 30, 2019**, SUNO will review and revise, if necessary, its policies, procedures, and practices regarding the provision of academic adjustments and auxiliary aids to students with disabilities to ensure that:

1. SUNO has publicized to all students the process by which students with disabilities should request, and provide documentation of their need for, academic adjustments and auxiliary aids for their equally effective participation in SUNO's programs and activities.
2. SUNO faculty, accommodative services staff members, and other staff members and administrators who are responsible for providing approved academic adjustments and auxiliary aids for students with disabilities are aware of and can refer students to the SUNO Disability Services Office, and are timely notified of any approved academic adjustments and auxiliary aids so that students with disabilities are able to access and benefit from SUNO programs and activities.

Reporting Requirement:

By **December 31, 2019**, SUNO will provide OCR with a copy of its policies and procedures referenced above, including any revisions to its policies, procedures, and practices it makes pursuant to Action Item 3 above. The report will include a listing of the individuals involved in

making any revisions and a report of how notice is provided to students of SUNO’s policies, procedures and practices referenced in Action Item 3 above.

Action Item 4

By **December 31, 2019**, SUNO will provide training to all faculty and staff, responsible for responding to and/or assisting students with a disability regarding its obligation under Section 504, concerning the provision of modifications to its academic requirements, and the provision of auxiliary aids, as are necessary to ensure that the requirements do not discriminate against individuals on the basis of disability.

Reporting Requirement:

By **January 31, 2020**, SUNO will provide OCR with a report about the training it provided pursuant to Action Item 4. The report will include a detailed description of the training; the training agenda; a copy of any visual aids used at the training and materials distributed; the date or dates the training was provided; the length of the training; the qualifications of the individual or individuals who provided the training; and a confirmation list of the college faculty, staff members, and/or administrators from SUNO who attended the training.

B. EXECUTION:

The District understands that, by signing this Agreement, it agrees to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District understands that, during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. Part 104, and Title II implementing regulation at 28 C.F.R. Part 35. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

SUNO 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 SUNO written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District’s representative below.

Dr. Victor Ukpolo, Chancellor
Southern University at New Orleans

Date