

RESOLUTION AGREEMENT
North Carolina A&T State University
OCR Case No. 11-15-2201

North Carolina A&T State University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-15-2201. This Agreement does not constitute an admission by the University of any violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR. Full implementation of this Agreement by the University resolves the allegations in OCR Case No. 11-15-2201.

1. Within 1 week of the date of this Agreement, the University will notify the Complainant, in writing, that it will:
 - a. permit her to repeat any courses she withdrew from during the fall and spring semesters of the 2014-2015 academic year as if she had not registered for them previously (HDSV 707; HDSV 778; HDSV 702; HDSV 710) during the Fall 2016 and/or Spring 2017 semesters, and at no cost to the Complainant;
 - b. not consider her enrollment in any courses taken during the 2014-2015 academic year to determine her academic progress. However, the satisfactory academic progress calculation for only financial aid will, per federal regulations, include the 2014-15 award year courses. The Complainant should meet with her advisor to establish an academic plan for successful completion of the degree. She must take at least six (6) hours per semester to be eligible to receive aid and meet the requirement of the academic plan;
 - c. provide her with all academic adjustments and auxiliary aids and services to which she is entitled, based upon an interactive process between the Complainant and the Office of Veteran and Disability Support Services (OVDSS); in so doing, the University will clearly identify and document what academic adjustments and auxiliary aids and services have been deemed necessary.
 - d. provide her with documentation to submit during an appeal hearing concerning her current financial aid suspension status, specifying the following: (1) that the University permitted the Complainant to withdraw from all courses she took during the fall and spring semesters of the 2014-2015 academic year due to the University's inability to provide the Complainant with certain academic adjustments and auxiliary aids and services to which she was entitled; (2) the University has agreed to permit the Complainant to repeat any courses she withdrew from during the fall and spring semesters of the 2014-2015 academic year as if she had not registered for them previously, at no cost to the Complainant; and (3) the University will not consider the Complainant's enrollment in any courses taken during the 2014-2015 academic year to determine her academic progress, except as required per federal financial aid.

If necessary, a University representative will be present during the appeal hearing concerning the Complainant's current financial aid suspension status to explain

the specific steps taken by the University as outlined in the documentation required by provision 1.d. of this Agreement.

Reporting Requirement

Within 1 week of the date of this Agreement, the University will provide OCR with verification that it provided the Complainant with the notifications set forth in Items 1(a) through 1(d), including all documents setting forth said notifications.

2. Within 1 week of the date of this Agreement, the University will notify the Complainant, in writing that she must:
 - a. meet with her adviser and register for classes for the Fall 2016 and/or Spring 2017 semesters by the University deadlines; and
 - b. promptly notify OVDSS if she wishes to receive academic adjustments and auxiliary aids and services for those classes; if she does, she must follow the University's procedures for obtaining such adjustments, aids, and services, including by notifying OVDSS of the specific classes for which she has registered and filing a plan of study with the Disability Support Services by no later than August 9, 2016 for the Fall 2016 semester and by the last day of registration during the Fall 2016 semester for the Spring 2017 semester.

Reporting Requirement

- a. Within 1 week of the date of this Agreement, the University will provide OCR with verification that it provided Complainant with above notifications.
- b. Within 3 weeks after the beginning of the Fall 2016 semester, the University will provide documentation to OCR of the following: (i) the Complainant's registration for classes for the Fall 2016 semester and filing of a plan of study with OVDSS; and (ii) a description of the specific academic adjustments and auxiliary aids and services that the University provided to the Complainant and the date on which they were provided.
- c. Within 3 weeks after the beginning of the Spring 2017 semester, the University will provide documentation to OCR of the following: (i) the Complainant's registration for classes for the Spring 2017 semester and filing of a plan of study with OVDSS; and (ii) a description of the specific academic adjustments and auxiliary aids and services that the University provided to the Complainant and the date on which they were provided.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II.

The University understands that by signing this Agreement, it agrees to provide all information mandated by the Reporting Requirements in a timely manner. Further, the University

understands that during the monitoring of this Agreement, 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 of this Agreement and is in compliance with the regulation implementing Section 504 at 34 C.F.R. Part 104 and Title II at 28 C.F.R. Part 35, which were both at issue in this case.

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

By: _____/S/_____ Date: _____5/31/2016_____

Harold L. Martin Sr.,
Chancellor
North Carolina A&T State University