

RESOLUTION AGREEMENT
The University of North Carolina at Greensboro
OCR Case No. 11-17-2001

The University of North Carolina at Greensboro (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-17-2001. This Agreement does not constitute an admission by the University of a 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.

1. PROCESS AND PROCEDURE

By April 10, 2017, the University will provide written communication to all staff working in the Office of Accessibility, Resources and Services (OARS). The communication will inform staff of the following:

- Prior to determining that a requested accommodation is a fundamental alteration of an essential major requirement, it is the responsibility of OARS staff to convene a group of people who are trained, knowledgeable and experienced in the academic area and to facilitate a careful, thoughtful and rational review of the academic program and its requirements.
- OARS staff must ensure that the decision-makers consider a series of alternatives for the essential requirements, as well as whether the essential requirement in question can be modified for a specific student with a disability.
- OARS staff is responsible for communicating the outcome of the review and any proposed alternatives to the student who requested the accommodation.

A copy of this communication will remain on file and will be provided to any newly hired OARS staff as part of their onboarding process.

Reporting Requirements:

- a. By April 3, 2017, the University will submit a draft of the written communication for OCR's review and approval.
- b. Within one week of disseminating the written communication, the University will provide to OCR a copy of the final written communication and the name, position, and signature of each staff member who received the communication.

2. INDIVIDUAL REMEDY

If the Student chooses to return to the University,¹ the University will make a formal determination as to whether an attendance waiver for any of the Student's required courses constitutes a fundamental alteration of an essential major requirement (taking into consideration, among other factors, that decisions regarding essential requirements be made by a group of people who are trained, knowledgeable and experienced in the area, through a careful, thoughtful and rational review of the academic program and its requirements, and

¹ OCR will close the monitoring of this provision of the Agreement if the Student does not return to the University by August 2017.

that the decision-makers consider a series of alternatives for the essential requirements, as well as whether the essential requirement in question can be modified for a specific student with a disability).

The determination will be made and communicated to the Student within five (5) business days of the Student notifying the University that she wishes to return.

If the Student accepts any proposed accommodations, the University will process those requests as expeditiously as reasonably possible, preferably before the start of the semester.

Reporting Requirements:

- a. Within five (5) business days of making the determination, the University will provide OCR written documentation summarizing the decision-making process including supporting evidence, factors considered, and communication of the outcome to the Complainant
- b. Within five (5) days of receiving a response from the Complainant, the University will provide OCR documentation of that response, including information as to which if any of the proposed accommodations the Complainant accepted.

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, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35.

The University understands that by signing this Agreement, it agrees to provide data and other information 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 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35 respectively, which were 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: _____
Signature

Date: _____

Printed Name

Title