

RESOLUTION AGREEMENT
South University
OCR Complaint No. 11-18-2277

South University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-18-2277. This Agreement does not constitute an admission by the University of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504) or any other law enforced by OCR.

1. By XXXXX, the University will mail and email the Complainant a letter confirming that the five points previously deducted were added back to her XXXXX grade, that her final grade for the XXXXX course has been changed by the registrar XXXXX, and that she has been readmitted to the University XXXXX. XXXXX.

Reporting Requirement:

- a. Within one week of issuing the letter per Provision 1 above, the University will provide OCR with a copy of the letter.
2. By XXXXX, the University will mail and email the Complainant an award letter confirming that the Complainant does not owe any money from previous academic terms and that XXXXX the University will provide the Complainant tuition waivers for the Winter 2019 and Spring 2019 terms pursuant to Appendix A. XXXXX.

Reporting Requirement:

- a. Within one week of issuing the letter per Provision 2 above, the University will provide OCR with a copy of the letter.
3. XXXXX.
4. XXXXX.
5. XXXXX.
6. Within three weeks of the Complainant submitting documentation to the University showing that she paid for the XXXXX test, the University will refund the Complainant for the full amount that she paid out of pocket. The University will only pay for an initial XXXXX test; the University will not be responsible for subsequent payments if the Complainant needs to retake the test.

Reporting Requirement:

- a. Within one week of issuing the reimbursement to the Complainant, the University will notify OCR that Provision 6 of the Agreement has been met.
7. By Monday, January 7, 2019, the University will revise its XXXXX testing policy by removing the “regardless of accommodations” reference and clarifying that students should notify instructors in writing in case of late or missed exams and follow-up with a phone call.

Reporting Requirements:

- a. By Monday, December 3, 2018, the University will submit the revised policy pursuant to Provision 7 for OCR’s review and approval. Within 7 days of the University’s submission, OCR will review and provide the University with notice of approval or requested edits.
- b. By Monday, January 7, 2019, the University will distribute a copy of the revised policy to all relevant staff and students by e-mail or other means and provide OCR with a copy of distributed materials.

The University 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 University understands that during the monitoring of this 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 of this Agreement. Upon the University’s satisfaction of the commitments made under this Agreement, OCR will close 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 will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

By: _____
Karl Sterner
Campus President of South University - Columbia

Date: November 15, 2018

Appendix A

	Winter – Spring 2019 terms		Total
CrHrs	12	12	24
Tuition	8,150.00	8,150.00	16,300.00
Digital Books	120.00	120.00	240.00
GRAD FEE	-	125.00	125.00
TOTAL COST	8,270.00	8,395.00	16,665.00
Pell Grant*	(2,032.00)	(2,032.00)	(4,064.00)
CEPW	(1,630.00)	(1,630.00)	(3,260.00)
Tuit Waiver/TA	(1,980.00)	(1,980.00)	(3,960.00)
Tuit Waiver/Mil	(6,158.00)	(6,158.00)	(12,316.00)
DL Sub	(84.00)	(83.00)	(167.00)
DL Unsub	(1,243.00)	(1,243.00)	(2,486.00)
Balance of Cost	(4,857.00)	(4,731.00)	(9,588.00)

* The Pell Grant is an estimated amount; the Complainant still needs to complete the Financial Aid Verification Process. Once the University receives the Complainant's IRS Tax Transcript, the University will be able to confirm the Complainant's Pell Grant Award based on correct or recalculated Expected Family Contribution (EFC).