

**Resolution Agreement  
Kent State University  
OCR Docket #15-14-2153 and #15-14-2192**

Kent State University (University) voluntarily submits the following Agreement (the Agreement) to the U.S. Department of Education's Office for Civil Rights (OCR) to ensure compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, as well as Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12131 *et seq.* and its implementing regulation at 28 C.F.R. Part 35, and to resolve the above-referenced complaints. Through signing this Agreement, the University does not admit any violations of any federal, state, or local laws. The University agrees to take the following actions:

**Action Steps**

1. By October 1, 2014, the University will send to Student A, Student B, and Student C a letter via certified mail and email. The letter will:
  - a. State that each Student will receive reimbursement as follows, within 45 days:
    - i. For Student A, full reimbursement for the cost of tuition paid by Student A, as well as University-required books, fees, and supplies, for the fall XXXX and spring XXXX semesters.
    - ii. For Student B and Student C, full reimbursement for the cost of tuition paid by Students B and C, as well as University-required books, fees, and supplies, for the spring XXXX semester.

The cost of books and supplies reimbursed will be determined according to documentation of such costs submitted by the Students to the University. The letter should state that costs may be determined through receipts or other similar documentation, such as credit card statements, e-receipts from web sites, etc. It should further state that, to the extent that the Student wishes to obtain reimbursement for an item purchased for which he or she cannot provide such proof of payment after reasonably diligent searching, the Student may submit information regarding the current price of the item (such as a printout from a web site where the item is sold), the approximate date and location from which they purchased the item, and the course in which the item was used. To the extent that the Student believes he or she paid substantially more for the item than its present value (for example, a textbook that is now discounted because it is no longer the most current edition), the Student should explain that issue in his or her documentation to the University, and the University should consider that information. Students are not due reimbursement for items borrowed or rented, or purchased for a course other than those during the time period specified above. Additionally, the University may confirm the price of the item at the time it was purchased, if purchased through the University, and pay the price at the time the item would have been purchased.

The letter should set forth a time frame of 30 days from the date of the letter for the Students to submit such documentation regarding books and supplies to the University, as well as a specific contact person to whom it should be sent. Finally, the letter should state that the University will provide the Students with reimbursement for tuition, books, fees, and supplies no later than 30 days from Student submission of documentation. To the extent that no documentation is provided, the University should provide reimbursement of tuition and fees no later than 45 days from the date of the letter.

- b. State that the Student may choose to re-enroll in the University's College of Podiatric Medicine (College) in the fall of XXXX XX XXXX, at the Student's cost, at the tuition, books and fee costs applicable to students who began their programs during the XXXXXXXXXXXX academic year. The letter should provide deadlines for the Students to tell the College whether they wish to re-enroll in either year, and those deadlines should be the same as the application deadlines for all other students that year. It should further state that, should the Student chose to re-enroll, the Student's need for academic adjustments based on disability will be evaluated according to an appropriate process, including policies and procedures approved by OCR.
  - c. State that the Students' transcripts may be modified, at the Students' option, so as to reflect approved withdrawal for any course as follows:
    - i. For Student A: Any course in the fall XXXX or spring XXXX semesters; and
    - ii. For Students B and C: Any course in the spring XXXX semester.
- The letter should set forth a time frame of 60 days from the date of the letter for Students to tell the University whether they would like transcript modification and for which specific courses. The letter should further explain any financial aid ramifications of such modification should the Student elect to pursue it.
- d. State that the Students will be considered in good standing with the University as of the date of the letter, and the Students' transcripts will reflect that they are in good standing.
  - e. Designate an individual at the University to serve as contact person for the Students should they have questions about the information contained in the letter and provide complete contact information for that individual.
2. By December 1, 2014, the University will provide reimbursement to each Student as designated in Paragraph 1. It will further take any action with respect to the Students' transcripts as requested by the Students, in the manner described in Paragraph 1. It will further confirm to the Students via follow-up letter and email any request for re-enrollment, as described in Paragraph 1, should such request be made by that time.

## **Reporting Requirements**

- A. By January 1, 2015, the University will provide OCR with documentation to verify its implementation of Paragraph 1, including a copy of the letter and email to each of the Students, delivery receipt, any response from the Students, and copies of other documentation, as applicable. The University will further provide OCR with documentation to verify its implementation of Paragraph 2, including a copy of the check mailed to each Student, an itemized list of the costs reimbursed and the bases for those costs, and any related correspondence regarding transcripts or re-enrollment.
- B. By December 31, 2015, the University will provide OCR with information documenting whether any of the Students asked to re-enroll for the XXXXXXXXXXXX academic year, as well as documentation concerning enrollment and costs charged to each Student who re-enrolls sufficient to confirm that the University used the tuition, books and fee costs applicable to students who began their programs during the XXXXXXXXXXXX academic year. The documentation should also demonstrate that, if requested by the Student, the University evaluated the Student's need for academic adjustments based on disability according to an appropriate process, including policies and procedures approved by OCR, and provided such adjustments.
- C. By December 31, 2016, the University will provide OCR with information documenting whether any of the Students asked to re-enroll for the XXXXXXXXXXXX academic year, as well as documentation concerning enrollment and costs charged to each Student who re-enrolls sufficient to confirm that the University used the tuition, books and fee costs applicable to students who began their programs during the XXXXXXXXXXXX academic year. The documentation should also demonstrate that, if requested by the Student, the University evaluated the Student's need for academic adjustments based on disability according to an appropriate process, including policies and procedures approved by OCR, and provided such adjustments.

## **General Requirements**

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 at 34 C.F.R. § 104.44 and the regulation implementing Title II at 28 C.F.R. § 35.130(b)(7), which were at issue in this complaint.

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 regulation implementing Section 504 at 34 C.F.R. § 104.44 and the regulation implementing Title II at 28 C.F.R. § 35.130(b)(7).

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.

/s/

09/23/14

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University President or designee

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Date