

RESOLUTION AGREEMENT

Francis Marion University

OCR Case No. 11-14-2011

Francis Marion University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve the above-referenced Office for Civil Rights (OCR) case.

GENERAL PROVISIONS

1. 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.
2. Full implementation of this Agreement by the University resolves the allegations in, and OCR's compliance concerns regarding, the above-referenced case.

SUBSTANTIVE PROVISIONS

3. The University will permit the Student to retake, during the Spring 2014 semester or 2014-2015 or 2015-2016 academic year, all of his Fall 2013 courses at no cost to him for tuition, books, or materials necessary to complete these courses.
4. So long as the Student remains eligible for continued enrollment, the University will provide the Student with XXXX, note-taker services, and XXXX for all of the courses he takes at the University, regardless of when he takes them, including the "retaken" courses referenced in paragraph 3, above.
5. If the Student lost/loses Life Scholarship benefits as a result of the courses he took in Fall 2013, the University will fully reimburse him for those lost benefits.
6. By January 17, 2014, the University will expunge the Student's academic records of all of his grades for his Fall 2013 courses.
7. By February 27, 2014, the University will, as may be necessary, amend its policies and practices on providing XXXX and all other aids and services for students with disabilities consistent with the Title II regulations governing communications (at 28 CFR §§35.160 and .164), which provide, in part, as

follows:

§35.160 General

(a)(1) A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others....

(b)(1) A public entity shall furnish appropriate auxiliary aids and services where necessary to afford individual with disabilities...an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.

(b)(2) ...In determining what types of auxiliary aids and services are necessary, a public entity shall give primary consideration to the requests of individuals with disabilities. In order to be effective, auxiliary aids and services must be provided in accessible formats [and] in a timely manner....

§35.164 Duties.

This subpart does not require a public entity to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens. In those circumstances where personnel of the public entity believe that the proposed action would fundamentally alter the service, program, or activity or would result in undue financial and administrative burdens, a public entity has the burden of proving that compliance with this subpart would result in such alteration or burdens. The decision that compliance would result in such alteration or burdens must be made by the head of the public entity or his or her designee after considering all resources available for use in the funding and operation of the service, program, or activity and must be accompanied by a written statement of the reasons for reaching that conclusion. If an action required to comply with this subpart would result in such an alteration or such burdens, a public entity shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the public entity.

8. The University will maintain such documentation of its efforts regarding the above commitments as is needed to demonstrate that it has fulfilled them.

REPORTING PROVISIONS

- 9. By March 20, 2014, the University will provide OCR with a narrative description and documentation of the status of its fulfillment of the commitments in this Agreement.
- 10. By January 30, 2015, the University will provide OCR with a final narrative description and documentation of the status of the fulfillment of its remaining commitments in Provisions 3-5 of this Agreement.
- 11. If the University is unable to meet any of the timeframes in this Agreement, it will, within those timeframes, provide OCR with a written explanation of why timely compliance was not or will not be achieved and a timetable for achieving compliance.
- 12. The University understands that:
 - a. OCR will not close the monitoring of this Agreement until it determines that the University has fulfilled all of its terms and is in compliance with Section 504 and Title II with respect to the issues addressed in this Agreement;
 - b. By signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement;
 - c. During the monitoring of this Agreement, OCR may visit the University, interview staff and students, and request such additional reports and data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with Section 504 and Title II with respect to the issues addressed in this Agreement; and
 - d. OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement, but before initiating such proceedings, OCR will give the University written notice of the alleged breach and a minimum of sixty (60) calendar days within which to cure it.

APPROVAL

By: _____
Luther Carter, President
Francis Marion University

1-8-14
_____ Date