

**Section 302 Resolution Agreement
North Carolina State University at Raleigh
OCR Complaint Numbers 11-15-2050 and 11-15-2051**

North Carolina State University at Raleigh (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case Nos. 11-15-2050 and 11-15-2051. This Agreement does not constitute an admission by the University of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), and Title II of the Americans with Disabilities Act of 1990 (Title II) or any other law enforced by OCR. This agreement is contingent upon Wake Public School System (the District)'s agreement in complaint 11-15-1138; both the District and the University agree to work together to resolve the concerns raised in these complaints.

Action Items:

1. Within 20 days of signing this agreement, the University will waive all tuition and other related fees charged to the Complainant for the student teaching placement during the fall 2014 semester. This includes, but is not limited to, expunging all tuition and fees posted to her student account relating to the student teaching placement during the fall of 2014. The Complainant will be required to pay all tuition and fees to the University for future enrollments, including but not limited to, student teaching, if she agrees to return to the University and is determined qualified (discussed below).

Reporting Requirement 1:

By July 1, 2015, the University will provide OCR copies of documentation to show the removal of the balance on the Complainant's account.

2. Within 20 days of signing this agreement, the University will offer in writing (by certified or electronic mail) a student teaching placement in the District to the Complainant for the fall of 2015 that is comparable to the placement the Complainant received in fall 2014 and developed to meet the requirements for teaching licensure. The Complainant will be notified that the student teaching placement is contingent upon her ability to meet the academic and technical standards for such placement. The Complainant will have 14 days to respond to this offer by electronic mail or telephone. If the Complainant does not respond or declines the offer of a student teaching placement, the obligations of the University under this agreement will end. If she accepts the offer, the remainder of the agreement will be implemented.

Reporting Requirement 2:

By July 15, 2015, the University will provide OCR copies of the letter sent to the Complainant and documentation of all responses from the Complainant.

3. If the Complainant accepts the offer of a student teaching placement and meets the District's requirements for student teaching, such as completion of required health forms, the University, with input from the District, will identify the specific academic and technical standard(s) required for participation in a student teaching placement in the District, including legitimate safety-related criteria applicable to all teachers. After the

standards are identified, the University will request updated documentation of the Complainant's disability, if deemed necessary, and make a determination regarding whether the Complainant is a qualified individual with a disability under these standards. When assessing Complainant's ability to meet the academic and technical standards, the University is required to consider reasonable disability-related accommodations. If documentation of the Complainant's disability is required and the Complainant does not provide the information, the University, with input from the District, will determine whether the Complainant is a qualified individual with a disability without the additional information. If the University, with input from the District, determines that the Complainant is not able to meet the standards for the placement, the Complainant will be notified of the specific standard she has not met and provided an opportunity to provide additional information regarding her ability to meet the specific standard in question. If the University, with input from the District, determines that the Complainant does not meet the academic and technical standards, the University's obligations with regard to the remainder of the agreement will end, with OCR's approval of documentation regarding the determination.

Reporting Requirement 3:

By [August 10, 2015](#), the University will notify OCR of the determination made regarding the process above, including the academic and technical standards for the student teaching placement, a copy of the documentation of the Complainant's disability relied upon in making the determination, and the final determination made by the University, including the names and titles of all personnel involved in the decision, for OCR's review and approval.

4. If the Complainant enrolls in the University for Student teaching, no less than ten days before the start of the Complainant's student teaching placement, the District's representatives, including, but not limited to, the principal and teacher for the Complainant's student teaching placement, the University's field supervisor, and a representative from the Disability Services Office, and the Complainant will meet to determine what, if any, reasonable accommodations the Complainant will require and who is to provide these accommodations. This meeting may be held by telephone, if needed.

Reporting Requirement 4:

By [September 1, 2015](#), the University will provide OCR a narrative of the determination reached at this meeting and the considerations and outcomes for OCR's review and approval. Additionally, OCR will be provided a list names and titles of all persons who participated in the determination.

5. The Complainant will be provided an opportunity to complete a student teaching placement in the District for the fall of 2015. If there are any issues that develop that would impact the Complainant's status as a student teacher or ability to complete the student teaching placement, the University will thoroughly document all incidents in writing and notify OCR of the issue within ten business days. The University will notify OCR when the Complainant has successfully completed the student teaching placement.

Reporting Requirement 5:

Within ten business days of any issues described above and/or the successful completion of the student teaching placement, the University will notify OCR and provide all documentation. OCR may request further documentation as needed for each incident, if deemed necessary.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University and District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 and Title II, which were at issue in this case.

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 this 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 and District has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504 and Title II at specific regulatory citation, which was 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.

| _____ /S/
President or designee
North Carolina State University at Raleigh

_____ 6/4/2015
Date