

RESOLUTION AGREEMENT
The University of North Carolina at Chapel Hill
OCR Case No. 11-16-2070

The University of North Carolina at Chapel Hill (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-16-2070. 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. By August 1, 2016, the University's Accessibility Resources & Service (ARS) office will modify its current policy regarding requests for accommodations during the admissions process as follows:

Upon receiving an applicant's request for accommodations, ARS will determine whether or not the applicant is eligible to receive such an accommodation based on medical documentation provided to ARS by the applicant in a timely manner. ARS may set a time period by which applicants must make a request for an accommodation that will permit ARS to review and render a decision prior to the initiation of the application process.

If ARS determines that the applicant is eligible to receive an accommodation, ARS will engage the applicant and admissions staff in a discussion to determine whether the accommodation would be a fundamental alteration of the admissions process. Should the University find that the particular accommodation(s) requested by the applicant would fundamentally alter the admissions process, ARS will provide a meaningful and informed process with respect to the provision of accommodations (*e.g.*, through an interactive and collaborative process between the University and the applicant), which will be completed in a timely manner. Specifically, the University should clearly communicate the reasons for its decision to the applicant, and provide the applicant with a reasonable opportunity to respond and provide additional documentation that would address the University's objections. If the University continues to believe the requested accommodation is a fundamental alteration of the admissions process, the University will engage the applicant in an interactive and collaborative process to determine if alternate accommodations are appropriate.

Reporting Requirement:

By August 5, 2016, the University will provide to OCR a copy of the revised policy described in Provision 1 for review and approval. OCR will review the revised policy to ensure that the University met the procedural requirements of the regulation implementing Title II, at 28 C.F.R. Part 35.

2. By September 23, 2016, the University will provide training to all ARS staff, to the members of its Accommodations and Modifications Committee, and to the members of its Appeals Committee. The training should address, at a minimum, the University's responsibilities with regard to: (a) its revised practices for consideration of a request for accommodations during the admissions process, as discussed in Provision 1; and (b) the

process to be used if the University determines that a requested accommodation is a fundamental alteration of the admissions process, as discussed in Provision 1. The training will also focus on the importance of documenting the entire accommodations determination process, including meeting minutes and communications with the prospective or current student. At the University's request, OCR may provide or assist with this training.

Reporting Requirement:

By September 9, 2016, the University will provide to OCR a copy of the training materials and the name and title of the person who will conduct the training for review and approval.

By September 30, 2016, the University will provide to OCR: (i) a copy of the final training materials; (ii) sign-in sheets including the names and titles of ARS and other University staff and personnel who received this training, and the date each staff member completed the training; and (iii) any other documents related to the completion of the training.

3. By November 11, 2016, the University will provide training to all staff involved in the XXXX interview process, including but not limited to interviewers and current students who observe and evaluate applicants during the process concerning the following:
 - a. The University's obligation under Section 504 and Title II not to discriminate against prospective students based upon a disability, including subjecting a prospective student to separate treatment in any matter related to the consideration for the educational program;
 - b. The University's obligation to provide prospective students with appropriate academic adjustments and auxiliary aids and services that are necessary to afford the student an equal opportunity to participate in the admission's process for the XXXX.

At the University's request, OCR may provide or assist with this training.

Reporting Requirement:

By October 28, 2016, the University will provide to OCR a copy of the training materials and the name and title of the person who will conduct the training for review and approval.

By November 18, 2016, the University will provide to OCR: (i) a copy of the final training materials; (ii) sign-in sheets including the names, titles, and/or roles of all persons who received this training, and the date each person completed the training; and (iii) any other documents related to the completion of the training.

4. Within 1 week of the date of this Agreement, the University will notify the Complainant, in writing, that it will:
 - a. Invite him to apply for the Fall 2017 program and will waive all application fees associated with his application;
 - b. Invite him to interview for the XXXX, and schedule his interview to take place on November 11, 2016;
 - c. Inform the Complainant of its new practice regarding requests for accommodations, including the need to contact ARS if he wishes to receive accommodations during the interview process and, if he does, that he must follow the University's procedures for obtaining such accommodations; and
 - d. Permit him to re-interview for the Fall 2017 XXXX, as if he had not interviewed previously for the Fall 2015 and Fall 2016 programs. Should the Complainant request lodging by October 31, 2016, and notify the University that he lives more than 60 miles from the University, the University will reimburse him for lodging for the night prior to the scheduled interview.

Reporting Requirement:

By August 1, 2016, the University will provide to OCR a copy of the notification to the Complainant as described in Provision 4.

Fifteen (15) days after the Complainant responds to the University's offer, but no later than October 7, 2016, the University will provide documentation to OCR of the Complainant's response to its offer.

If the Complainant does not submit a completed application by October 3, 2016, the University is under no obligation to interview the Complainant on November 11, 2016.

Within 3 weeks after the Complainant responds to the above notification, the University will provide to OCR a report of the following: (i) the Complainant's request for accommodations, if any; (ii) a description of the meaningful and informed process that took place between the Complainant and ARS; and (iii) the determination as to whether the Complainant is a qualified individual with a disability, and if so, a copy of the Complainant's approved accommodations, if any. The University will include a copy of all medical and other documentation provided by the Complainant; meeting notes including the names and titles of the participants; any additional information that the University considered in making a determination regarding the Complainant's eligibility and need for accommodations during the interview process; and the rationale for the determinations. OCR will review the documentation to ensure that the University met the procedural requirements of the regulation implementing Title II, at 28 C.F.R. Part 35.

5. If the Complainant notifies the University that he will participate in the Fall 2017 admission cycle, by November 11, 2016, the University will assign a designated staff

person to ensure that the Complainant is provided with all accommodations for which the University found him entitled, during his interview process. The University must provide that staff person with specific instructions and training concerning the Complainant's accommodations. At the University's request, OCR may provide or assist with this training.

Reporting Requirement:

By October 28, 2016, the University will provide to OCR: (i) the name and title of the staff person described in Provision 5; and (ii) a copy of the instructions and training materials developed for that staff person.

By April 28, 2017, the University will notify OCR of the outcome of the Complainant's application to the XXXX, including all documentation concerning the Complainant's performance during the interview process and observations made by current students.

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 and Title II, at 34 C.F.R. Part 104, 28 C.F.R. Part 35, respectively. In the event that the University is unable to meet any reporting deadline set forth above, due to the Complainant's failure to submit a timely request for accommodations or participate in the process for determining reasonable accommodations, if any, the University must notify OCR of the same in a timely manner and make a request for an extension of time of the relevant reporting deadline set forth above.

The University understands that by signing this Agreement, it agrees to provide the data and other information described above in a timely manner. Further, the University understands that during the monitoring of this Agreement, OCR may, with reasonable notice, 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 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.

By: _____/S/_____ Date: _____7/19/2016_____

Dr. Carol L. Folt, Chancellor