

## EARLY COMPLAINT RESOLUTION AGREEMENT

OCR Case No. 02-16-2163

SUNY Farmingdale

In order to resolve the complaint (b)(6); (b)(7)(C) (the Complainant) filed against SUNY Farmingdale State College (the College), with the U.S. Department of Education, New York Office for Civil Rights, OCR Case No. 02-16-2163, the Complainant and the College agree to take the following actions.

1. The Complainant's grade in (b)(6); (b)(7)(C) (the course) from the Fall 2015 semester will be expunged within three business days after this Agreement is fully executed by the parties.
2. The Complainant has registered for the course offered during the Fall 2016 semester, (the Fall 2016 course), taught by Professor (b)(6); (b)(7)(C) (the professor), and tuition for said course will be waived for the Complainant.
3. The College agrees to ensure that the Complainant's approved academic adjustments, including a note-taker, are provided to the Complainant during the Fall 2016 course.
4. The College agrees to provide the Complainant with the e-book for the Fall 2016 course only, at no expense to the Complainant.
5. The College agrees that the professor will be the only professor to review and grade the Complainant's final exam in the Fall 2016 course. The College agrees that the professor will provide notes and/or a review of material for the Complainant prior to the final in the Fall 2016 course. The College agrees that the Complainant will receive the final notes or review approximately one week prior to the final in the Fall 2016 course. Notes provided by the notetaker will be provided regularly throughout the course.
6. In further consideration of the benefits provided to Complainant herein, Complainant fully and completely releases the State University of New York, Farmingdale State College, its affiliates, successors, assigns, schools, departments and former, current, or future officers, trustees, directors, employees, and agents from any and all claims, liabilities, demands, and causes of action of any kind, in law or in equity, which Complainant, his heirs, executors, legal representatives, and assigns, ever had, now have, or hereafter can, shall, or may have against the College, for or by reason of any matter, thing, or cause whatsoever, whether known or unknown, suspected or unsuspected, on or prior to the date of this Agreement, arising from or in connection with Complainant's attendance at the College, including, but not limited to, claims, liabilities, demands, and causes of action of any kind arising from or in connection with Complainant's within OCR claim.
7. The Complainant and the College agree to keep the terms of this Agreement confidential and agree not to talk about, write about, discuss or otherwise publicize the terms or existence of this Agreement to anyone other than the College employees who need to know this information in

order to perform their respective duties for the College, and legal or tax advisors, or otherwise as required by law.

8. The Complainant agrees not to volunteer that his grade was expunged to any party, however, if a prospective College, University or employer asks the Complainant about the reason why his transcript reflects that he completed (b)(6) prior to (b)(6) and why there is a gap in his academic record, the Complainant is permitted to explain the circumstances in a reasonable manner without referencing the specific terms utilized within this Agreement (including but not limited to "expunged").

The Complainant and the College agree that this agreement resolves the allegations filed in the above-referenced OCR complaint, and that this agreement has no precedential value, nor does it constitute any admission, by either party, of discrimination or wrongdoing, including any violation of law, policy, procedure, or right belonging to either party, or any other party.

The Complainant and the College understand that if a breach of this agreement occurs, the Complainant has the right to file another OCR complaint. To be considered timely, the new complaint must be filed either within 180 days of the date of the original alleged discrimination or within 60 days of the date the Complainant obtains information that a breach of this Agreement occurred, whichever date is later. If a new timely complaint is filed, OCR will not address the alleged breach of the agreement. Instead, OCR will determine whether to investigate the original allegation. When making this determination, OCR will consider the nature of the alleged breach, its relation to any alleged discrimination and any other factors as appropriate.

(b)(6); (b)(7)(C)

(b)(6)

SUNY Farmingdale State College

Complainant

6-22-2016

Date

6/23/2016

Date