

**RESOLUTION AGREEMENT**  
**University of Florida (Florida)**  
**OCR Docket No. 04-17-2131**

The University of Florida (University) enters into this Resolution Agreement (Agreement), as set forth below, with the U.S. Department of Education, Office for Civil Rights (OCR), to resolve OCR Case Number 04-17-2131. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University assures the OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), as amended, 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. OCR has not issued findings concerning issues of the above-referenced case number. The Agreement has been entered into voluntarily between the parties. Accordingly, to ensure compliance with Section 504 and Title II and resolve the issues of Case Number 04-17-2131, the University voluntarily agrees to the following actions:

**Individual Remedy - Issuance of a Letter (Major Change)**

1. **By March 11, 2019**, the University will send a letter to the Complainant via electronic and regular U.S. mail indicating that should the Complainant seek and the University grant an application for re-enrollment submitted by the Complainant and should the Complainant thereafter register with the University's Disability Resources Center, receive a reduced course load accommodation, and seek to change majors, the relevant University department(s), advisor(s), and/or College(s) committee will comply with said reduced course load accommodation, if the Complainant expressly notifies the decision-makers of his desire to utilize any reduced course load accommodation granted, when developing a plan for the Complainant to transition to the new choice of major. This provision does not require the University to grant any re-enrollment application the Complainant may submit, nor does it require the University to approve any major change request that the Complainant may make.

**REPORTING REQUIREMENT:**

**By March 11, 2019**, the University will provide documentation to OCR demonstrating that it mailed to the Complainant the written correspondence as set forth in Action Item #1.

**Individual Remedy - Issuance of a Letter (Parking-Interactive Dialogue)**

2. **By March 11, 2019**, the University will send a letter to the Complainant via electronic and regular U.S. mail indicating that should the Complainant seek and the University grant an

application for re-enrollment submitted by the Complainant and should the Complainant thereafter seek an accommodation related to the parking of his motorcycle scooter, the University will continue to engage in an interactive dialogue with the Complainant and other relevant parties (if any) in determining reasonable accommodations.

**REPORTING REQUIREMENT:**

**By March 11, 2019**, the University will provide documentation to OCR demonstrating that it mailed to the Complainant the written correspondence as set forth in Action Item #2.

**Staff Training**

3. **By May 13, 2019**, the University will provide all front desk personnel, including front desk volunteers, at the Counseling Center with training on the requirements of Section 504 and Title II. The training will include the following components, at a minimum:
  - a) The University will remind the personnel of its commitment to having a University environment free from disability harassment.
  - b) The University will explain its Section 504/Title II policies and procedures, including its customer service and other expectations regarding how personnel should treat students, who may have disabilities that are not immediately apparent or who are not obviously disabled.
  - c) The University will distribute written materials that contain the information discussed.

**REPORTING REQUIREMENT:**

**Within thirty (30) calendar days after training is conducted in 2019**, the University will provide OCR with documentation that it has provided the training referenced in this item. The documentation shall include: (1) the date(s) of the training sessions; (2) name and contact information of the staff who attend the training sessions (including dated sign-in sheets with the attendees' names, titles, and work locations); (3) the total number of staff members not in attendance and the measures taken by the University to ensure that each is provided the training materials and an opportunity to ask questions to clarify the materials; (4) a description of the presenter's background and qualifications; and (5) a copy of the agenda and the training materials disseminated.

**IMPLEMENTATION AND ENFORCEMENT OF THIS AGREEMENT**

The University understands that by signing this Agreement, it agrees to provide the foregoing 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 has fulfilled the terms of this

Agreement and is in compliance with Section 504 and Title II and its implementing regulation at 34 C.F.R. § 106.31. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the University's representative below:

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University President or Designee

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Date