

RESOLUTION AGREEMENT

University of North Texas at Dallas (UNT Dallas)
OCR Number: 06-15-2518

The University of North Texas at Dallas (Recipient or UNT Dallas) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office. The UNT Dallas commits to the actions contained in this Agreement to resolve the compliance issues identified in the above-listed complaint and ensure that the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794 (amended 1992), and its implementing regulation at 34 C.F.R. Part 104, as well as Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, are met.

Changing Grade for fall 2015 Legal Writing and Research I course

1. Within thirty (30) calendar days of the date this Agreement is signed, the UNT Dallas will change the complainant's grade for the Legal Writing and Research I course she took during the fall 2015 semester from a grade of Fail ("F") to a grade of Withdraw ("W");
 - a. When item #1 above has been completed, the UNT Dallas will confirm that the above-listed change has raised the complainant's semester Grade Point Average (G.P.A.) for the fall 2015 semester above a 2.0 and, thereby, removed her from the status of Academic Probation for that semester.
 - b. When item #1 above has been completed, the UNT Dallas will confirm that the notation of Probation/Academic Probation currently on the complainant's transcript for the fall 2015 semester has been removed.
2. The same day the UNT Dallas completes item #1 above, the UNT Dallas will provide OCR with a copy of the complainant's revised transcript documenting item #1 has been completed.

New Accommodation Meeting

3. Within thirty (30) calendar days of the date this Agreement is signed, the appropriate UNT Dallas Disability Services-related staff will send the complainant a letter by certified mail and offer to hold a meeting with the complainant to discuss what accommodations, if any, she needs to continue her studies as a student at the UNT Dallas.
4. The same day the UNT Dallas sends the complainant the letter described in the paragraph above, the UNT Dallas will provide OCR with a copy of the letter.

5. After the UNT Dallas sends the complainant the letter described in paragraph #3 above and receives the complainant's response, the UNT Dallas will provide OCR with an update within thirty (30) calendar days of the date the applicable action below is complete:
 - a. The complainant fails to respond or indicates that she does not want/need any accommodations.
 - b. The UNT Dallas holds the meeting described in paragraph #7 above and determines that the complainant does not need any accommodations.
 - i. If the UNT Dallas holds the meeting described in paragraph #7 above and determines the complainant needs accommodations, the Recipient will provide OCR with a copy of the final list of accommodations approved for the complainant.

Training

6. Within thirty (30) calendar days from the date this Agreement is signed by the UNT Dallas, the Recipient will provide OCR with the name and credentials of the person who will provide the training session described below as well as a copy of the training material for OCR's review and approval.
 - a. The UNT Dallas may request additional time to secure the services of an appropriate trainer by submitting a written request to OCR before the expiration of the 30-day deadline which explains the steps taken by the UNT Dallas to that point to find and hire an appropriate trainer and the anticipated additional time it will take the UNT Dallas to hire an appropriate trainer.
7. Within thirty (30) calendar days from the date OCR approves the UNT Dallas's trainer and training material, and annually thereafter until such time as OCR closes its monitoring of this Agreement (but at least once per school year), the UNT Dallas will deliver training to all appropriate personnel at the UNT Dallas responsible for ensuring that individuals receive accommodations for their disability (including, but not limited to the following individuals):
 - Associate Dean for Academic Affairs,
 - ADA Facilitator,
 - Assistant Dean for Academic Services and Law School Registrar,
 - Assistant Dean of Student Affairs,
 - Assistant Director for Academic and Financial Services,
 - Director of Legal Educational Technology,
 - UNT Dallas' Assistant Director of Disability Services,

about the Recipient's obligations under Section 504 and Title II to provide accommodations to individuals with disabilities, the procedures for an individual to

request accommodations, the UNT Dallas's procedures to respond to requests for accommodations, and the Recipient's obligation to ensure that all approved accommodations are provided.

- a. As part of the training session described above, the UNT Dallas will select one individual who is ultimately responsible for ensuring that an individual's accommodations are provided and inform attendees of every training session of the name, job title and contact information of that designated individual.
 - b. The UNT Dallas may request additional time to provide the training described above by submitting a written request to OCR before the expiration of the 30-day deadline which explains the steps taken by the UNT Dallas to that point to provide training and the anticipated additional time it will take the UNT Dallas to provide training to all of the required individuals listed above.
8. Within 30 calendar days of the date each training session required by this Agreement is complete, until such time as OCR closes its monitoring of this Agreement, the Recipient will submit to OCR documentation that the training has been provided. The documentation will include a list of attendees, their job titles, and a copy of all training materials provided to attendees.

Elevator Accessibility Policy

9. By **October 1, 2018**, the UNT Dallas will develop an accessibility policy (Elevator Accessibility Policy) for its building to be posted on its website, in the lobby of the UNT System building, and in the portion of the UNT System building that serves the purpose of providing official information from the Recipient to students, faculty and staff. The UNT Dallas will post the entire Elevator Accessibility Policy in a manner designed to ensure it is plainly visible. The Elevator Accessibility Policy will provide, at a minimum, the following information:
- a. The name and phone number of the UNT System Building Operation Staff or Security Guards for UNT System Building who should be contacted if an elevator is out of order any time the building is open for classes, events, meetings, or other UNT Dallas sanctioned functions.
 - b. A statement that the designated UNT System Building Operation Staff or Security Guards for UNT System Building will promptly respond and escort the individual to an elevator for use on a temporary basis until the non-functional elevator is fixed.
 - i. The UNT System Building contains two (2) passenger elevators and one (1) freight elevator. If a passenger elevator will not be working on a long-term basis (more than five consecutive school days) and the UNT Dallas is notified by an individual (Requesting Individual) that he/she cannot access

a classroom on a floor above the main floor due to that individual's disability, the UNT Dallas will:

1. Take no action if the student can access the second of two (2) passenger elevators without assistance;
 2. Ensure appropriate personnel is present every day at the freight elevator to take Requesting Individual to their upper floor classroom until the passenger elevator is functional;
 3. Make arrangements on an accessible floor for audio/visual accessibility during classroom instruction; or
 4. Ensure that all classroom material is provided to the Requesting Individual within forty-eight (48) hours of the end of each class during the time when a passenger elevator is not working.
- ii. This obligation does not arise until the UNT Dallas receives verbal or written notice from an individual that he or she cannot access a classroom on a floor above the main floor due to that individual's disability.
10. By **October 1, 2018**, the UNT Dallas will provide OCR with a draft of the UNT Dallas's Elevator Accessibility Policy for OCR's review and approval.
11. Within thirty (30) calendar days of the date OCR notifies the UNT Dallas that the Elevator Accessibility Policy has been approved, the UNT Dallas will:
- a. Post the entire Elevator Accessibility Policy on its website, near all elevators in the UNT Dallas College of Law building, and in the portion of the UNT Dallas College of Law building that serves the purpose of providing official information from the Recipient to students, faculty and staff. The UNT Dallas will post the entire Elevator Accessibility Policy in a manner designed to ensure it is plainly visible.
 - b. Provide OCR with a copy of the final version of the Elevator Accessibility Policy.
 - c. Provide OCR with a description of the methods by which the UNT Dallas notified the public of the existence of the Elevator Accessibility Policy.

Miscellaneous Items

The Recipient 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 Recipient understands that during the monitoring of this agreement, if necessary, OCR may visit the Recipient, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Recipient has fulfilled the terms of this

agreement and is in compliance with the regulation implementing Title IX at 34 C.F.R. § 106.31, which was at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The Recipient 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 Recipient 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 Recipient's representative below.

Felecia Epps
Dean
University of North Texas at Dallas College of Law

Date