

# RESOLUTION AGREEMENT

## The University of Texas Rio Grande Valley OCR Reference No. 06-16-2154

The U.S. Department of Education, Office for Civil Rights (OCR) and The University of Texas Rio Grande Valley (UTRGV or Recipient) enter into this agreement (Agreement) to resolve the above-referenced complaint. This Agreement was entered into voluntarily, and does not constitute an admission of liability, non-compliance, or wrongdoing by UTRGV. UTRGV assures OCR that it will take the actions below in compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 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), 42 U.S.C. Sections 12131 *et seq.*, and its implementing regulation at 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, UTRGV agreed to resolve the remaining issue of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issue of this investigation, UTRGV agrees to take the following actions.

1. Current Website Content and Functionality. By **July 31, 2020**, the Recipient agrees that it will take actions to comply with Section 504 and Title II with respect to its website, which specifically include developing a strategy for identifying inaccessible content and functionality for individuals with disabilities<sup>1</sup>; developing a notice to persons with disabilities regarding how to request that the Recipient provide access to online information or functionality; prominently posting this notice on its home page and throughout its website; and developing a process to ensure that, upon request, inaccessible content and functionality will be made accessible<sup>2</sup> in an expedient manner.
2. New Website Content and Functionality. By **February 28, 2019**, the Recipient will establish a plan to ensure that all new online content and functionality developed, procured, or used after the date of this Agreement will be fully accessible to individuals with disabilities. The plan should include any staff training that may be necessary to ensure full implementation with the plan.
3. Undue Burden and Fundamental Alteration. This Agreement does not require the Recipient to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and

---

<sup>1</sup> This strategy may include, but is not limited to, utilizing web accessibility software to identify inaccessible content and functionality and validate compliance with Section 504 and Title II, and UTRGV taking steps to correct errors identified by the web accessibility software.

<sup>2</sup> "Accessible," for purposes of this Agreement, means a person with a disability is afforded the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, within the same timeframes, and with substantially equivalent ease of use.

administrative burdens. In those circumstances where the Recipient can demonstrate compliance would result in such an alteration or burden, the Recipient will ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the recipient.

4. Technical Assistance. OCR will make itself available to provide technical assistance to the Recipient during the Recipient’s implementation of this Agreement.
5. Reporting Provision. By **July 31, 2020**, the Recipient will submit a report to OCR demonstrating that it has fully satisfied the terms of this Agreement. The report will describe benchmarks the Recipient has reached, and on-going efforts to maintain web accessibility and usability of the Recipient’s website.<sup>3</sup>

The Recipient understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirement of this Agreement. Further, the Recipient understands that during OCR’s 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. Upon the Recipient’s satisfaction of the commitments made under this Agreement, OCR will close the case. Specifically, after receipt of the aforementioned report(s) from UTRGV, OCR will assess the report(s) to determine if UTRGV has fully and effectively implemented the terms of the Agreement and OCR will promptly notify UTRGV of OCR’s determination, and if appropriate, notify UTRGV that monitoring is concluded.

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 the Agreement, OCR will 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.

---

**Dr. Guy Bailey**  
**President**  
**The University of Texas Rio Grande Valley**

---

**Date**

---

<sup>3</sup> If UTRGV completed actions required pursuant to the Agreement prior to signing the Agreement, UTRGV may submit documentation of the completed actions, in addition to documentation of subsequent and/or supplemental actions in order to demonstrate compliance with the Agreement. The actions completed by UTRGV must comply with all requirements identified within the Agreement.