



RESOLUTION AGREEMENT

University of North Texas
OCR Case Number: 06-17-2251

A. GENERAL TERMS & PRINCIPLES:

The U.S. Department of Education's Office for Civil Rights (OCR) and the University of North Texas (University) enter into this agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University assures 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), 42 U.S.C. §§ 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, the University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to resolve the issues of this investigation, the University agrees to take the following actions.

B. ACTION ITEMS & REPORTING REQUIREMENTS:

Action Item 1

Within thirty (30) calendar days after the University receives written notification of OCR's approval of the training described in this Action Item, the University will conduct training for all relevant staff members and administrators from the Office for Disability Access regarding

- a. The University's obligation under Section 504 and Title II to make such modifications to its academic requirements as are necessary to ensure that such requirements do not discriminate or have the effect of discriminating, on the basis of disability, against a qualified student with a disability,
- b. The University's obligation under Section 504 and Title II to take such steps as are necessary to ensure that no student with a disability is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because of the absence of educational auxiliary aids for students with impaired sensory, manual, or speaking skills, and
- c. Section 504's and Title II's prohibitions of retaliation.

The training must be conducted by a person or persons knowledgeable about the relevant requirements of Section 504 and Title II (i.e., 34 C.F.R. §§ 104.44, 104.61; 28 C.F.R. §§ 35.130, 35.134).

Reporting Requirements: Action Item 1

- a. By **October 31, 2019**, the University will provide to OCR, for OCR’s review and approval, the proposed training materials to be used and distributed during the training described in this Action Item, including all speaker’s notes, handouts, and PowerPoints (or other presentations), and the name, title, contact information, and qualifications of the trainer(s).
- b. **Within thirty-five (35) calendar days after the University receives written notification of OCR’s approval of the training described in this Action Item**, the University will provide to OCR documentation demonstrating that the University provided training to relevant personnel, including the date(s) of the training; the names, titles, contact information, and qualifications of the trainer(s); a copy of all materials used and distributed during the training; and a sign-in sheet with the names and titles of individuals who attended the training.

Action Item 2

By **September 6, 2019**, the University will notify the complainant in writing that she may re-enroll in the University’s XXXX XXXX XXXX XXXX XXXX XXXX program (i.e., the same program in which she was enrolled during the XXXX XXXX semester), to begin as early as the start of the next term for the program. The notification may be made by email to the email address provided by the complainant to OCR. The University will notify the complainant that,

- a. if she re-enrolls, the University will allow her to retake XXXX XXXX, XXXX XXXX, and XXXX XXXX at no cost during the Spring 2020 and/or Summer 2020 terms,
- b. if any of those courses is no longer available, the University will allow her to take an equivalent course at no cost during the Spring 2020 and/or Summer 2020 terms,
- c. if the complainant earns a higher grade when she retakes a course, the University will use the new grade rather than the corresponding grade from XXXX XXXX or XXXX XXXX in calculating her GPA, and
- d. if the complainant re-enrolls, the University will make the modifications to its academic requirements and provide the auxiliary aids deemed necessary to ensure that the University does not discriminate against the complainant based on disability, pursuant to the requirements of Section 504, at 34 C.F.R. § 104.44, and Title II, at 28 C.F.R. § 35.130.

The notification to the complainant must include contact information for the appropriate University representative for the complainant to contact to accept or decline the offer and a date by which the complainant must accept or decline the offer. The complainant must have at least fourteen (14) calendar days after delivery of the notification to accept or decline the offer.

Reporting Requirements: Action Item 2

- a. By **September 13, 2019**, the University will provide OCR with a copy of the notification sent to the complainant in accordance with this Action Item and proof of delivery (e.g., certified mail receipt or email chain).
- b. By **October 11, 2019**, the University will submit to OCR a narrative report (e.g., email) documenting whether the complainant accepted the University’s offer and, if so, confirming that the University would allow the complainant to retake the courses identified in this Action Item at no charge.
- c. If the complainant accepts the University’s offer described in this Action Item, by **August 31, 2020**, the University will submit to OCR a copy of the complainant’s transcript, showing the final grades she received and her GPA, and documentation showing that the University allowed the complainant to retake the courses identified in this Action Item at no charge (e.g., billing statement).

C. EXECUTION:

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 the relevant implementing regulations of Section 504 and Title II. 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.

President or Designee’s Name

President or Designee’s Signature

Date