



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS

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DALLAS, TX 75201-6810

REGION VI  
ARKANSAS  
LOUISIANA  
MISSISSIPPI  
TEXAS

Dr. Kenneth Evans, President  
Lamar University  
P.O. Box 10001  
Beaumont, Texas 77710

OCR Ref. No. 06182134

President Evans,

The United States Department of Education (Department), Office for Civil Rights (OCR), has resolved the above-referenced complaint, which was filed against the Lamar University (LU), in Beaumont, Texas. The Complainant alleged employment discrimination on the basis of disability.

This agency is responsible for determining whether organizations that receive or benefit from Federal financial assistance from the Department, or an agency that has delegated investigative authority to the Department, are in compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation, at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability. OCR is also responsible for enforcing Title II, 42 U.S.C. § 12132, and its implementing regulation at 28 C.F.R. Part 35. Under Title II, OCR has jurisdiction over complaints alleging discrimination on the basis of disability that are filed against certain public entities. LU is a recipient of Federal financial assistance from the Department, and a public educational institution. Therefore, OCR has personal jurisdiction over the LU under Section 504 and Title II.

Pursuant to the Complainant's allegations, OCR opened the following issue for investigation:

1. Whether, during the [\*redacted\*], LU engaged in employment discrimination against the Complainant on the basis of disability, in violation of Section 504, at 34 C.F.R. § 104.12(a), and Title II, 28 C.F.R. § 35.140(a), by failing to provide reasonable accommodations to the Complainant (who is [\*redacted\*]) when:
  - a. Between [\*redacted\*], the Complainant requested [\*redacted\*] services for a [\*redacted\*]. The Complainant requested specific [\*redacted\*] she had verified beforehand were available at the time. LU did not honor that request, and provided [\*redacted\*], totally unqualified. As a result, the Complainant was able to participate only in [\*redacted\*].
  - b. On [\*redacted\*], LU did not provide the Complainant with [\*redacted\*] services for her office hours. Subsequently, LU provided an [\*redacted\*] to make up for this lapse, but this [\*redacted\*] was unable to assist the Complainant with [\*redacted\*]. As a result, the

*The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.*

Complainant was never able to [\*redacted\*] (a work-related assignment).

During the course of the investigation, OCR obtained and reviewed information from both the Complainant and LU. Prior to the conclusion of OCR's investigation, LU expressed an interest in resolving this matter through OCR's voluntary resolution process, pursuant to OCR's Case Processing Manual (CPM) Section 302. On October 26, 2018, LU entered into the attached agreement, which adequately addresses this matter. OCR has determined the provisions of the Agreement are aligned with the complaint allegations and appropriately resolves them. Further, OCR accepts the Agreement as an assurance that the Recipient will fulfill its obligations under Section 504 and Title II with respect to this complaint. The dates for implementation and specific actions are detailed in the enclosed Agreement. Accordingly, as of the date of this letter, OCR will cease all investigative actions regarding this complaint. However, OCR will actively monitor the Recipient's implementation of the Agreement. Please be advised that if the Recipient fails to adhere to the actions outlined in the Agreement, OCR will immediately resume its compliance efforts.

If LU fails to implement the Agreement, OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR shall give LU written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This letter sets forth OCR's determination in an individual case. This letter is not a formal statement of OCR policy and should not be relied upon, cited, or construed as such. OCR's formal policy statements are approved by a duly authorized OCR official and made available to the public. The complainant may have a right to file a private suit in federal court whether or not OCR finds a violation.

Please be advised that the LU may not harass, coerce, intimidate, or discriminate against an individual because they have filed a complaint or participate in the complaint resolution process. If this happens, such persons may file another complaint alleging such treatment.

Under the Freedom of Information Act, 5 U.S.C. § 552, it may be necessary to release this document and related correspondence and records upon request. In the event that OCR receives such a request, we will seek to protect, to the extent provided by law, personally identifiable information, which if released, could reasonably be expected to constitute an unwarranted invasion of personal privacy.

If you have any questions, please feel free to contact Civil Rights Attorney [\*redacted\*] at [\*redacted\*] or [\*redacted\*]. You may also contact me Melissa Malonson, Supervisory Attorney/Team Leader, at [\*redacted\*].

Sincerely,

[\*redacted\*]  
Supervisory Attorney/Team Leader  
Office for Civil Rights

Enclosure: Resolution Agreement

CC: [\*redacted\*]