



RESOLUTION AGREEMENT
The University of Texas at Arlington
OCR Case Number: 06192018

The University of Texas at Arlington (UTA or Recipient) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), Dallas Office. By this Agreement, UTA commits to the following actions, consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulations 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 regulations at 28 C.F.R. Part 35, to resolve the Complainant's allegations. This Agreement does not constitute an admission by UTA that it discriminated or otherwise engaged in any wrongdoing. UTA hereby voluntarily commits to the following Action Items and Reporting Requirements:

Action Item 1

- A. Within **ten (10) calendar days of the date of this Agreement**, UTA will notify the Student in writing, via Certified Mail Return Receipt Requested (CMRRR) and email, of the following (Notification):
- i. The Student may retake NURS 5210, 5211, and/or 5212, with tuition and fees associated with the classes waived, as long as the Student completes these classes by **December 31, 2020**.
 - ii. If the Student completes NURS 5210, 5211, and/or 5212 by **December 31, 2020**, the previous grade(s) that the Student received for these classes (during the Fall 2018/Spring 2019 semesters) will be replaced with the grade she earns after retaking the classes.
 - iii. **Within thirty (30) calendar days of the date of this Agreement**, UTA will refund all tuition and fees that the Student incurred as a result of retaking NURS 5210 during the Spring 2019 semester.

Reporting Requirements:

- A. Within **30 calendar days** of the execution of this Agreement, UTA will submit to OCR a copy of the Notification sent to the Student, including the email and receipt of the CMRRR, referenced in Action Item 1 above.
- B. If the Student enrolls in NURS 5210, 5211, and/or 5212, within **30 calendar days** of the date the Student enrolls, UTA will provide OCR with documentation showing that UTA allowed the Student to take NURS 5210, 5211, and/or 5212 at no additional cost to the Student;
- C. If the Student completes NURS 5210, 5211, and/or 5212, within **30 calendar days** of the date the Student completes the course, UTA will provide OCR with documentation indicating the following:
- i. The grade the Student earned in retaking NURS 5210, 5211, and/or 5212 has replaced the previous grades the Student received for the courses during the Fall 2018/Spring 2019 semester, as applicable;
 - ii. The Student's GPA has been recalculated according to the grade she received in retaking NURS 5210, 5211, and/or 5212 as referenced under Action Item 1 above.

- D. **Within forty-five (45) calendar days of the date of this Agreement**, UTA will submit to OCR documentation indicating that it refunded all tuition and fees that the Student incurred as a result of retaking NURS 5210 during the Spring 2019 semester.

Action Item 2

Within **ten (10) calendar days of the date of this Agreement**, UTA shall contact the Complainant by email and Certified Mail Return Receipt Requested (CMRRR), to schedule a meeting regarding her desire to modify or continue her academic adjustments approved during the Spring 2019 semester, contingent upon the Student's re-enrollment at UTA. UTA will provide the Complainant with a minimum of ten (10) calendar days to respond, and will request that the Complainant's response be in writing (e.g., email).

Reporting Requirements:

- A. Within **thirty (30) calendar days of the date of this Agreement**, UTA will provide OCR with a copy of the email and certified letter sent to the Complainant in accordance with Action Item 2.
- B. Within **sixty (60) calendar days of the date of this Agreement**, UTA will submit to OCR documentation (e.g., emails) indicating whether the Complainant has accepted UTA's offer to meet and the scheduled date of the meeting.
- C. Within **ninety (90) calendar days of the date of this Agreement**, UTA will submit to OCR documentation (e.g., notification letter to the Student's professor(s)) reflecting what academic adjustment(s), if any, the Student has requested during the Fall 2019 semester, and what academic adjustments were approved by UTA for the Fall 2019 semester. If UTA decided not to provide academic adjustments requested by the Student, UTA will include information supporting its decision to OCR, including any alternative adjustments offered by UTA. If the student is not re-enrolled at UTA, UTA will inform OCR at this time.

Action Item 3

By **October 31, 2019**, UTA will conduct training on its obligation under Section 504 and Title II to make modifications to its academic requirements as are necessary to ensure that such requirements do not discriminate or have the effect of discriminating based on disability. The compliance training will be provided to all employees. The training will also discuss UTA's obligation(s) under Section 504 and Title II to ensure faculty and staff members fully implement any academic adjustments or auxiliary aids and services approved by the OSD for qualified individuals with disabilities. The training will be created by a person or persons knowledgeable about the requirements of Section 504 and Title II of UTA's choice.

Reporting Requirements:

- A. Within **forty-five (45) calendar days of the date of this Agreement**, and prior to the training required by Action Item 3, UTA will provide OCR, for review and approval, the following:

- i. A copy of the training module UTA will use;
 - ii. The name, title, credentials, and contact information for the person(s) who will create the training.
- B. By **November 15, 2019**, UTA will provide OCR with detailed information regarding the training conducted pursuant to Action Item 3, including the following:
- i. A list of all personnel who completed the training(s) (List);
 - ii. Assurance that the List constitutes the entirety of the personnel required to attend the training;
 - iii. The date(s) of the training session(s);
 - iv. A copy of the training materials used; and
 - v. The name, title, credentials, and contact information of the person(s) who created the training.

The Recipient understands that by signing this Agreement, it agrees to provide data and other 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.

Upon the Recipient's satisfaction of the commitments made under the Agreement, OCR will close the 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 the Agreement, OCR shall give the Recipient written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

EXECUTION:

On behalf of the University of Texas at Arlington, I hereby agree to and voluntarily submit this Resolution Agreement to the U.S. Department of Education, Office for Civil Rights, Dallas Enforcement Office.

Shelby L. Boseman
Chief Legal Officer
The University of Texas at Arlington

Date