



**RESOLUTION AGREEMENT**  
University of St. Thomas-Houston  
OCR Case Number: 06202293

The University of St. Thomas-Houston (“UOST” or “Recipient”) voluntarily enters this Resolution Agreement (Agreement) with the U.S. Department of Education (Department), Office for Civil Rights (OCR), Dallas Office. The Recipient voluntarily agrees it will take the following actions to comply with 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, and to resolve the Complainant’s allegation. This Agreement does not constitute an admission by UOST that it violated any law, that it discriminated against Complainant, or that UOST engaged in any wrongdoing. Prior to the completion of OCR’s investigation, UOST agreed to resolve the complaint. Accordingly, UOST voluntarily agrees to take the following actions:

**Action Item 1**

Within **ten (10) calendar days of the date of this Agreement**, UOST will notify the Complainant in writing, via Certified Mail Return Receipt Requested (CMRRR) and email, of the following:

- A. The Complainant may retake Principles of Accounting I, Principles of Microeconomics, and/or Perspectives in World Literature, with tuition and fees associated with the classes waived, as long as the Complainant completes these classes by **May 31, 2021**.
- B. If the Complainant completes these classes by **May 31, 2021**, the grade that the Complainant received for these classes during the spring 2020 semester will be added to the Complainant’s transcript after retaking the class(es). Only the hours and grade points earned on the last attempt will be counted in the Grade Point Average (GPA) calculation and in determining academic standing.

**Reporting Requirements**

- A. Within **30 calendar days** of the execution of this agreement, UOST will submit to OCR a copy of the notification letter and email sent to the Complainant, and a copy of the receipt of the CMRRR, referenced in Action Item 1 above.
- B. If the Complainant enrolls in Principles of Accounting I, Principles of Microeconomics, and/or Perspectives in World Literature, within **30 calendar days** of the date the Student enrolls, UOST will provide OCR with documentation showing that UOST allowed the Complainant to take the relevant class(es) at no additional cost to the Complainant. If the Complainant does not enroll in the courses referenced above, UOST will notify OCR.
- C. If the Complainant completes Principles of Accounting I, Principles of Microeconomics, and/or Perspectives in World Literature, within **30 calendar days** of the date the Complainant completes the course(s), UOST will provide OCR with documentation indicating the following:

- i. The grade(s) the Complainant earned in Principles of Accounting I, Principles of Microeconomics, and/or Perspectives in World Literature were added to the Student's transcript after retaking the class(es).
- ii. The Student's GPA has been recalculated according to the grade she received in retaking Principles of Accounting I, Principles of Microeconomics, and/or Perspectives in World Literature.

### **Action Item 2**

UOST will conduct training session(s) regarding its obligation to provide academic adjustments and auxiliary aids and services, as well as the prohibition of disability discrimination, under Section 504 and Title II. The training will include UOST's obligations under Section 504 and Title II to ensure faculty and staff members fully implement any necessary academic adjustments and provide necessary auxiliary aids and services that have been approved by the Counseling and Disability Services Office staff for a qualified student with a disability. The training will be conducted by an individual knowledgeable about the requirements of Section 504 and Title II.

The training will be mandatory for test administrators, and all full-time, associate, and adjunct faculty members at UOST.

### **Reporting Requirements**

- A. Within **ninety calendar days of the date of this Agreement**, UOST will provide OCR with detailed information regarding the training conducted pursuant to Action Item 2, including the following:
  - i. A list of personnel who completed the mandatory training, including the dates of completion by each;
  - ii. Assurance that the listed attendees referenced above constitute the entirety of the personnel required to attend the training;
  - iii. A copy of the training materials used; and
  - iv. The name, title, credentials, and contact information of the professional(s) who provided the training.

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 requirements of the Agreement. Further, the Recipient understands that during the monitoring of the 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 the 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 the 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:**

This Agreement will become effective immediately upon the signature of UOST’s authorized representative below.

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Dr. Richard Ludwick, President  
University of St. Thomas-Houston

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Date