



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

Renaissance Tower
1201 Elm Street, Suite 1000
Dallas, TX 75270

REGION VI
LOUISIANA
MISSISSIPPI
TEXAS

RESOLUTION AGREEMENT
University of Houston - Downtown
OCR Complaint No. 06-23-2120

The U.S. Department of Education, Office for Civil Rights (OCR) and the University of Houston - Downtown (UOHD, University) enter into this Agreement to resolve 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. 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) 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.

Prior to the completion of OCR's investigation, the University requested to resolve this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of this complaint, the University agrees to take the following actions.

Action Item 1 – Training

By September 15, 2023 the University will provide training regarding the legal obligations of the University pursuant to Section 504 and Title II, for all staff who are responsible for processing requests and/or providing academic adjustments and auxiliary aids to students with disabilities. Specifically, the training will address, at a minimum, the following:

1. The University's obligation to engage in an interactive process to provide academic adjustments and auxiliary aids to students with disabilities and review the University's policies and procedures regarding the provision of academic adjustments and auxiliary aids.
2. The University's obligation to give primary consideration to requests of individuals with disabilities when determining the types of auxiliary aids and services.¹
3. Section 504's and Title II's prohibition of discrimination on the basis of disability and retaliation.

¹ 28 C.F.R. §35.160(b)

Reporting Requirements: Action Item 1

By October 1, 2023, the University will provide documentation to OCR, which demonstrates that training was provided consistent with Action Item 1 above, including: (a) the name(s) and credentials of the individual(s) who conducted the training; (b) a list of the individuals who attended the training, their positions and verification of attendance; (c) the date(s) the training was conducted; (d) a description of the content, scope, and duration of the training provided; and, (e) copies of any training materials disseminated. The University will also provide any changes to their policies and procedures.

Action Item 2 – Student Remedy

By July 30, 2023, the University will send the Complainant a letter via email or certified mail, return receipt requested. The letter will:

1. Notify the Complainant if the University has the necessary documentation regarding her request for auxiliary aids or if the University requires additional documentation from the Complainant.
2. If the University requires additional documentation, the University will allow thirty (30) calendar days from the date of the letter for the Complainant to submit the requested documentation.

Within sixty (60) calendar days of the date of the letter set forth above, the University will consider any documentation the Student has provided in support of her request for auxiliary aids and give primary consideration to the type of auxiliary aid requested by the Student. The University will engage in an interactive process with the Student and provide the Student with necessary academic adjustments and/or auxiliary aids in accordance with Section 504 and Title II as 34 C.F.R. § 104.36, 28 C.F.R. 35.130, and 28 C.F.R. § 35.160(b) respectively.

Reporting Requirements: Action Item 2

Within ninety (90) calendar days of the execution of this agreement, the University will provide the Student's file, to include but not limited to: documentation that the University engaged in an interactive process with the Student; gave primary consideration to the type of auxiliary aid requested by the Student; and a list of any academic adjustments, auxiliary aids, and services, which the University determined were necessary to provide the Student.

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 Section 504 and its implementing regulation at 34 C.F.R. § 104.33, and Title II implementing regulation at 28 C.F.R. § 35.130. 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 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/Title

President or Designee's Signature

Date