



UNITED STATES DEPARTMENT OF EDUCATION
OFFICE FOR CIVIL RIGHTS

1244 SPEER BLVD, SUITE 310
DENVER, CO 80204-3582

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October 21, 2015

Dr. Robert Frank
Office of the President
University of New Mexico
MSC05 3300
1 University of New Mexico
Albuquerque, NM 87131

Re: University of New Mexico
OCR Case Numbers: 08-14-2234 & 08-15-2064

Dear Dr. Frank:

On May 1, May 29, and August 21, 2015, we received the University of New Mexico's (University) monitoring progress reports. The reports document the University's efforts toward meeting the terms of its Resolution Agreement of May 8, 2015. As you know, the University voluntarily entered into the Agreement to resolve the Complainant's allegations that the University subjected him to different treatment in, and eventually barred him from, the Law School Library and prevented his access to the Law School lounge. The Complainant also alleged that he was not allowed to continue to borrow laptops from the Anderson School of Management computer lab. The Complainant further alleged that his Modern Language professor discriminated and retaliated against him by suggesting that he withdraw from his class. This letter addresses the progress reports from the University on documenting its efforts toward reaching compliance with the Resolution Agreement. The University has met all the terms of the Agreement, and we are closing these cases.

We have jurisdiction over the complaint allegations based on Title VI of the Civil Rights Act of 1964 and its implementing regulation at 34 Code of Federal Regulations Part 100, which prohibit discrimination on the basis of race in programs or activities that receive Federal financial assistance from the U.S. Department of Education.

Our review and analysis of the University's progress in implementing the Agreement is summarized below. The relevant terms of the Agreement addressed in this letter are in *italics*.

Completed terms

1. By May 1, 2015, the University will document to OCR that it disseminated its antidiscrimination policies in accordance with this term, along with written assurance that it was sent to all University staff and faculty.

On May 1, 2015, the University provided OCR with a copy of your Memorandum regarding the University's Commitment to Affirmative Action and Equal Opportunity addressed to faculty and

staff and disseminated on March 10, 2015. The memorandum also included a link to the University's Office of Equal Opportunity's (OEO) anti-discrimination policies. The OEO policies include a statement that the University prohibits discrimination on the basis of different treatment and retaliation. OCR has reviewed the memorandum and policies and we have determined that the University has satisfied the requirements of Term 1 of the Agreement and no further reporting is required.

2. *By May 1, 2015, the University will document to OCR that it sent written notice to the Complainant as described above and will provide OCR with written assurance that he has the same access as other students to the University's Law School Library, and the Law School public areas, and that staff have been properly notified of this.*

On May 1, 2015, the University provided OCR with a copy of a letter dated May 1, 2015, informing the Complainant that the ban from the School of Law library has been lifted. The letter was sent to the Complainant electronically and informed the Complainant that he was free to use the Law School library and other public areas in the law school as other University students are allowed to do so. The letter also indicated that the Law School library's staff members were notified of this change. On May 1, 2015, the Complainant confirmed to OCR that he received the letter removing his ban from the Law School library. Based on this information, we have determined that the University has satisfied the requirements of Term 2 of the Agreement and no further reporting is required.

3. *By May 1, 2015, the University will send the Complainant and OCR a copy of the documents in the Complainant's student file.*

On May 1, 2015, the University submitted to OCR a copy of the documents in the Complainant's student file. On July 29, 2015, we requested the University provide evidence to OCR that demonstrates that the Complainant also received a copy of documents in his student file. On August 21, 2015, the University submitted a copy of an email that was sent to the Complainant. The email indicates that the Complainant received a copy of his student file, including a copy of his transcript that reflects a "Withdrawal" for the Modern Language course. The email also indicates that hard copies of the documents were sent to the Complainant's physical address listed on his University Student Record. Based on this information, we have determined that the University has satisfied the requirements of Term 3 of the Agreement and no further reporting is required.

4. *By May 1, 2015, the University will document to OCR that it reimbursed the Complainant for any charges or fees from the Anderson School of Management computer lab for the above mentioned semesters, and sent written notice to the Complainant as described above.*

On May 1, 2015, the University provided OCR with a screen shot of the Complainant's financial account statement. The document indicates that on January 21, 2015, the University reimbursed the Complainant in the amount of \$90 for Anderson School of Management technology and laboratory fees that he incurred during the Spring 2014, Summer 2014, and Fall 2014 semesters. The University also provided OCR with a copy of a letter addressed to the Complainant

notifying him of the reimbursement. On May 1, 2015, the Complainant confirmed to OCR that in January 2015 he received the reimbursement of \$90 for the Anderson School of Management laboratory fees that he incurred for the three semesters that he did not use the computer laboratory. Based on this information, we have determined that the University has satisfied the requirements of Term 4 of the Agreement and no further reporting is required.

5. *By the end of the Spring 2015 semester, the University will document to OCR that the grade for the Fall 2014 Modern Language 497 course has been changed to a W*

On May 29, 2015, the University provided OCR with a copy of the Complainant's academic transcript. The Complainant's transcript indicates that on May 11, 2015, the grade for the Fall 2014 Modern Language 497 course was changed to a "Withdrawal" as the Complainant requested. Based on this information, we have determined that the University has satisfied the requirements of Term 5 of the Agreement and no further reporting is required.

We thank you and University staff, especially legal counsel Nasha Torres, for the dedication in meeting the terms of the Agreement. We are closing this case effective the date of this letter. We appreciate the University's ongoing commitment to ensure an educational environment free from different treatment and retaliation. If you have any questions regarding this letter, or need technical assistance, please feel free to contact Rachel Phillips-Cox, Equal Opportunity Specialist and primary contact for this case, at (303) 844-4559. I can also be reached at (303) 844-6083.

Sincerely,

/s/

Supervisory General Attorney

cc: Nasha Torres, University Legal Counsel

Complainant