

Resolution Agreement
University of North Texas - Denton
OCR Docket No. 06-20-2304

To resolve the above-referenced complaint brought under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II), the Office for Civil Rights (OCR) of the United States Department of Education (the Department) and the University of North Texas – Denton (the University) enter into the following Agreement. The parties to this Agreement acknowledge that it is entered into voluntarily and that it does not constitute an admission of liability, non-compliance, or wrongdoing by the University.

1. **Spanish Courses.** The University will ensure that technology used in all Spanish courses (including any learning management systems and related course materials) complies with a standard acceptable to OCR (*e.g.*, WCAG 2.1 level AA, or similar standard). At a minimum, this will be accomplished as follows:
 - a. ***By December 15, 2020***, the University will provide to OCR a copy of correspondence sent to their external vendors of learning management systems (LMS) and related course materials requesting that the LMS and related course materials used for the following courses is fully accessible to students with disabilities within the following timeframes:
 - i. By January 4, 2021, for SPANISH 1010, 1020, 2050, 3020, and 3080;
 - ii. By June 1, 2021, for SPANISH 2040, 3001, and 3003;
 - iii. By August 1, 2021, for SPANISH 3004; and
 - iv. By December 1, 2021, for SPANISH 3560 and 4040.
 - b. **Interim Measures.** If the vendors have not timely provided a fully accessible LMS and related course materials for these courses, the University will provide equally effective alternate access to the course content and functionality to the Student and other students with disabilities, so they have an opportunity to participate in the course that is equal to that of their nondisabled peers. Equally effective alternate access is measured by whether it will afford a person with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same programs and activities as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.
2. **Training.** ***By February 1, 2021***, the University's Center for Learning Experimentation, Application and Research (CLEAR) will provide documentation to OCR regarding the planned mandatory training to the Spanish Department faculty and staff who are responsible for the adoption of digital course materials regarding the development and deployment of accessible course materials and accessible LMS on which such materials are delivered. The documentation will reflect the date(s) of training, training contents, names of personnel to be trained and their roles within the Spanish Department, and identity and expertise of the trainer. If the University determines that the Spanish Department faculty and staff will not participate in the adoption of digital course materials or LMS, this requirement will not be applicable, and OCR shall be notified accordingly.

3. Accessible System. **By July 1, 2021**, the University will provide access to OCR to all digital course materials and LMS intended to be used by the Spanish Department in Fall 2021 for the courses listed under Item 1(a) of this agreement, with the exception of access to the LMS and digital course materials for the courses under Item 1(a)(iv) which shall be provided to OCR no later than **November 1, 2021**; in the event that OCR determines the selected LMS and related digital course materials are not accessible to individuals with disabilities, the University agrees to select another product within forty-five (45) calendar days of notification by OCR and provide access to OCR for subsequent review and approval.

Nothing in this provision should be construed to mean that any content or functionality is not subject to the requirements of Section 504 and Title II.

4. Undue Burden and Fundamental Alteration. This Agreement does not require the University to take any action that it demonstrates in writing, in OCR's reasonable determination, would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens.
5. Technical Assistance. Upon request, OCR will provide technical assistance to the University, to the extent practicable, during the University's implementation of this Agreement. The University's duty to comply with this Agreement is not altered by the availability of technical assistance.

The University understands that by signing this Agreement, it agrees to provide data and other information in a reasonably timely manner in accordance with the reporting requirement of this Agreement. Further, the University understands that during OCR's 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. Upon the University's satisfaction of the commitments made under this Agreement, OCR will close the 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 the Agreement, OCR will give the University written notice of the alleged breach, and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective upon the signature of the representative for the University, set out below.

XXXX XXXXXXXX
XXXXXXXXXX (or designee)
University of North Texas

Date