

RESOLUTION AGREEMENT

Midwestern State University OCR Complaint No. 06-20-2139

The U.S. Department of Education, Office for Civil Rights (OCR) and the Midwestern State University (MSU) enter into this resolution agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the MSU. The MSU 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), 42 U.S.C. Sections 12131 *et seq.*, 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 and public entities, respectively.

Prior to the completion of OCR's investigation, the MSU agreed to resolve the issues under investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the MSU agrees to take the following actions:

TRAINING AND PROFESSIONAL DEVELOPMENT

Action Item 1

By **February 19, 2021**, the MSU will provide training regarding its obligation under Section 504 and Title II to provide academic adjustments and auxiliary aids and services, as well as the prohibitions of disability discrimination generally and retaliation, under Section 504 and Title II. The training will be conducted by an individual knowledgeable about the requirements of Section 504 and Title II.¹ The training will be provided to all MSU Family Nurse Practitioner Program instructional staff and faculty, and staff involved in administering or facilitating exams, including Oral Competency Exams. The training shall address, at a minimum:

- A. The MSU'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 MSU Disability Support Services staff for a qualified student with a disability;
- B. A description of the MSU process and procedures for students to request and receive academic adjustments and auxiliary aids and service; and
- C. The prohibition against retaliation by the MSU against individuals for opposing an act or policy that is unlawful under any of the laws that OCR enforces.

¹ The appropriate individual may be an employee, contractor, or other representative of the MSU, or an outside individual or entity.

Reporting Requirement

By **February 26, 2021**, the MSU will provide documentation to OCR evidencing that the training required by Action Item 1 has been completed, including the identity of the individual conducting the training and the individual's qualifications, along with a copy of the materials or a summary of the material covered in such training and sign-in sheet(s) or other documentation showing who attended the training.

INDIVIDUAL STUDENT

Action Item 2

Within **thirty (30) calendar days of the date of this Agreement**, the MSU will notify the Student and Complainant in writing that the Student may retake the Oral Competency Exam, with no tuition and/or fees, and provide the Student thirty (30) calendar days to accept or decline the opportunity to retake the Oral Competency Exam. The written notification will additionally indicate the following:

- A. Proposed date(s) for taking the Oral Competency Exam, and that the MSU will work with the Student to establish a date for taking the Oral Competency Exam;
- B. That the Student will be provided with XXX approved accommodation for 1.50 time for the exam;
- C. That the exam scenario will be comparable in difficulty and length to exam scenarios utilized previously; and
- D. That the Student's performance on the Oral Competency Exam, offered pursuant to this Agreement, will be applied to XXX course grade in relevant courses, and that all academic transcripts for the Student will be updated accordingly.

Reporting Requirements

- i. Within **forty-five (45) calendar days of the date of this Agreement**, the MSU will provide OCR a copy of the written notification sent to the Student and Complainant, and any relevant documentation evidencing receipt by the Student and Complainant.
- ii. Within **15 (15) calendar days of date indicated for the Student to accept or decline the opportunity to retake the Oral Competency Exam**, the MSU will provide OCR with the Student's response or an indication that no response was received.
- iii. If the Student accepts the opportunity to retake the Oral Competency Exam and retakes the exam, within **15 (15) calendar days of the Student completing the exam**, the MSU will provide OCR with a copy of the exam scenario, identification of the test administrator(s) for the exam, documentation and/or description indicating the time provided to the Student for the exam and how the Student was provided XXX approved accommodation, the Student's grade for the exam, and any updated transcripts for the Student.

The MSU 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 MSU understands that during the monitoring of this Agreement, if necessary, OCR may visit the MSU, interview staff, and request such additional reports or data, as are necessary for OCR to determine whether the MSU has fulfilled the terms of this Agreement. Upon the MSU's satisfaction of the commitments made under this Agreement, OCR will close the case.

The MSU understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement. Before initiating such proceedings, OCR shall give the MSU written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the MSU's representative below.

Suzanne Shipley
President
Midwestern State University

Date