Webster University (University), Webster Groves, Missouri, submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), to resolve a complaint that was filed under Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. § 2000d, and its implementing regulation at 34 C.F.R. Part 100. Title VI prohibits discrimination on the basis of race by recipients of Federal financial assistance. The University, as a recipient of Federal financial assistance, is subject to the requirements of Title VI.

In July 2013, the Complainant alleged the University discriminated against her on the basis of race when she was forced to withdraw from her counseling practicum at the Webster Groves campus because she was not provided with the required recommendation from a staff member at a second University campus, in Rolla, Missouri.

Before OCR completed its investigation, the University agreed to resolve this complaint pursuant to Section 302 of OCR’s Case Processing Manual. Therefore, OCR has not made a final determination with respect to the complaint. The University agrees to take the following actions, but nothing contained in this Agreement shall be construed to constitute an admission on the part of the University to any of the allegations in this complaint:

**Grievance Policy & Procedures**

1. Within 90 days of the date of this Agreement, the University will review and revise its Grievance Policy & Procedures (the “Policy”) to clarify the commitment to prompt and equitable resolution of complaints alleging discrimination, harassment, and retaliation on the bases of race, color, national origin, disability, sex, and age. The Grievance Policy & Procedures will still incorporate appropriate due process standards and address, at a minimum, the following revisions to the current Policy:

   a. Include a link(s) to the contact page(s) for the Grievance Coordinator(s). The contact page shall include the street address, telephone number, email address and facsimile number for each Grievance Coordinator;

   b. State that all grievances will be promptly, thoroughly, and impartially investigated and decided within reasonable time frames at each stage of the grievance process;

   c. Require written notice to the grievant regarding, at a minimum, the following events (as applicable): determination of whether or not the allegations constitute a grievable offense as defined by the Policy, dates of relevant meetings and/or hearings, extenuating circumstances causing delay in timelines if applicable, interim measures taken by the University to protect the grievant while the grievance is pending if applicable, disposition of the grievance by the Grievance Hearing Panel, notice of appeal rights, and disposition of the grievance on appeal;

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1 OCR’s Case Processing Manual may be accessed at [https://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.pdf](https://www2.ed.gov/about/offices/list/ocr/docs/ocrcpm.pdf).
d. Require that the Formal Grievance Procedure result in the issuance of a final decision, not solely a report, and that a copy of said decision will be provided to both parties. In addition, the Policy will provide for a fair, equitable and transparent appeal process that allows either party to appeal the final decision issued as a result of the Formal Grievance Procedure;

e. Provide that appropriate, corrective, and remedial actions will be taken if the grievance is found to have merit; and

f. Update the provision stating that individuals have access to OCR by including a link to OCR’s home page (https://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm).

REPORTING REQUIREMENT: Within 90 days of the date of this Agreement, the University will submit to OCR for its review and approval the revised Policy.

2. After receiving OCR approval of the revised Policy, the University will:

   a. Take any necessary steps to adopt the revised Policy;

   b. Disseminate the revised Policy to all students, employees, and other appropriate individuals at all campuses in the United States by prominently including the revised Grievance Policy & Procedures in the University’s online student handbook(s) and Human Resources Policies. In recognition of the fact that all of the University’s policies are only available online, the University may meet this requirement by electronic dissemination of notice that the Grievance Policy & Procedures have been updated, which will include a link to the Policy’s webpage.

REPORTING REQUIREMENT: Within 60 days of OCR’s approval of the revised Grievance Policy & Procedures, the University will submit to OCR documentation reflecting completion of the activities described in item 2.

Training

3. The University will provide training to members of the University’s Dispute Resolution Committee (if such a committee is retained under the revised Grievance Policy & Procedures) and all employees whose designated job roles and responsibilities include receiving, conducting and/or overseeing investigations into grievances alleging discrimination, harassment, and retaliation on the bases of race, color, national origin, disability, sex, and age.

   The training will include the University’s revised Grievance Policy & Procedures. It will further include instruction regarding how to recognize race, color, national origin, sex, disability or age discrimination; how to conduct and document complaint investigations in accordance with the University’s procedures; and examples of possible discrimination complaints subject to the Grievance Policy & Procedures.
REPORTING REQUIREMENT: By the end of the 2017 Fall Semester, the University will submit to OCR documentation reflecting completion of the activities described in item 3. The documentation should include the name(s) and title(s) of the person(s) conducting the training; the dates and locations of the training; a copy of the agenda and/or training materials that clearly identify the topics addressed in the training; and the names and titles of individuals who attended or otherwise participated in the training.

Notice to Students and Employees

4. Within 60 days of OCR’s approval of the revised Grievance Policy & Procedures, the University will provide notice to current students and employees regarding the revised Grievance Policy & Procedures, as well as their responsibilities not to engage in discriminatory behavior. That notification will also provide information about where the Policy is located. The University may meet this requirement by electronic dissemination of the notice to students and employees.

REPORTING REQUIREMENT: Within 60 days of the notice provided to students herein, the University will submit to OCR documentation reflecting completion of the activities described in item 4.

Individual Remedy

5. Within fifteen (15) days of the date of this Agreement, the University will send a letter, along with a copy of its current Grievance Policy & Procedure, to the Complainant via email and certified mail. The letter shall:

   a. Inform the Complainant that the University will process a formal grievance on her behalf regarding the events that were the subject of OCR Docket No. 07132233;

   b. Inform the Complainant that there is additional information the University requires in order to process a formal grievance. The letter will specify exactly what information the University requires from the Complainant, as well as to whom and in what manner (mail or email) the grievance should be submitted. The letter will specify that the Complainant must respond within thirty (30) days of the date on the letter; and

   c. Specify that once the University receives the additional information specified in the letter, it will process her grievance in accordance with Section XIV of its current Grievance Policy & Procedure, incorporating the modifications required in Section 1(b), (c) and (d) of this Agreement.

6. If the Complainant does not respond to the University’s letter within thirty (30) days, as specified in the letter, OCR will deem the University’s obligation under this section of the Agreement to be complete. If the Complainant responds to the University’s letter within thirty (30) days in the manner designated by the University, the University will
immediately commence processing the grievance according to Section XIV, Step Two of its current Grievance Policy & Procedure, with the following modifications:

a. The University shall provide written notice to the Complainant regarding, at a minimum, the following events (as applicable): determination of whether or not the allegations constitute a grievable offense as defined by the Policy, dates of relevant meetings and/or hearings, extenuating circumstances causing delay in timelines if applicable, interim measures taken by the University to protect the grievant while the grievance is pending if applicable, disposition of the grievance by the Grievance Hearing Panel, notice of appeal rights, and disposition of the grievance on appeal.

b. The University shall require that the Formal Grievance Procedure result in the issuance of a final decision, not solely a report, and that a copy of said decision will be provided to both parties. In addition, the University will provide for a fair, equitable and transparent appeal process that allows either party to appeal the final decision issued as a result of the Formal Grievance Procedure; and

c. The University will take appropriate, corrective, and remedial actions if the grievance is found to have merit.²

REPORTING REQUIREMENT: Within twenty (20) days of the date of this Agreement, the University shall supply OCR with a copy of the letter further described in section five (5) and specify the date it was sent to the Complainant. Within thirty-five (35) days of sending the letter described in section 5, the University will inform OCR whether the Complainant responded to the letter described in section 5, supra, and if so, provide a copy of the Complainant’s response. If the Complainant responded to the University in accordance with section 5, within five (5) days of sending a written notice required under section 6(a) to the Complainant, the University will provide OCR with a copy of same. The University shall supply OCR with a copy of the hearing determination, if any, within five (5) days of the hearing, a copy of any appeal submitted by the Complainant within five (5) days of the University’s receipt of the appeal, and a copy of the University’s decision on the Complainant’s appeal, if any, within five (5) days of the issuance of the decision.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Title VI, at 34 C.F.R. Part 100, which was at issue in this case.

The University understands that by signing this Agreement, it agrees to provide data and other pertinent information in a timely manner in accordance with the reporting requirements of this Agreement and that all actions taken to comply with the requirements of the Agreement are

² Should the Complainant choose to return to the University following the Formal Grievance Procedure, OCR acknowledges that the University may apply all current admission requirements for the MA in Counseling program, all current general admission requirements, and all current program requirements to Complainant. This is consistent with the University’s policies as outlined in the Graduate Studies Catalog.
subject to OCR’s review and approval. Further, the University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University’s Rolla and Webster Groves campuses, 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 the regulation implementing Title VI, at 34 C.F.R. Part 100, which was at issue in 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 sixty (60) calendar days to cure the alleged breach.

Provost, Webster University

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Date