

**Resolution Agreement**  
**Missouri University of Science and Technology**  
**Docket # 07132243**

The U.S. Department of Education, Office for Civil Rights (OCR), conducted a complaint investigation of the Missouri University of Science and Technology (University), Rolla, Missouri, pursuant to 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, which prohibit discrimination on the bases of race, color, and national origin by recipients of Federal financial assistance. The University, as a recipient of Federal financial assistance, is subject to the requirements of Title VI.

The complainant alleged the University discriminated against him, a former student, on the bases of his race and/or national origin when it failed to provide a prompt and equitable process to address his fall 2012 complaint of discrimination on the bases of his race (African American) and/or national origin (Nigerian ancestry).

Before OCR completed its investigation, the University agreed to take the following actions:

**GRADE APPEAL POLICY/PROCEDURE AND TRAINING OF UNIVERSITY STAFF**

1. By February 28, 2015, the University will develop a plan (Grade Appeal Revision Plan) to ensure that its grade appeal process provides for the prompt and equitable investigation of grade appeals that include allegations of discrimination on the basis of race, color, national origin, sex, disability, or age (unlawful discrimination). The Grade Appeal Revision Plan must address the following components to ensure prompt and equitable investigations of grade appeals specifically alleging unlawful discrimination with respect to grading:<sup>1</sup>
  - (a) an explanation of how to file a grade appeal, including where and in what manner such appeals can be filed;
  - (b) definitions and examples of what types of actions may constitute unlawful discrimination in the context of a grading;
  - (c) provide for the adequate, reliable and impartial investigation of grade appeals alleging unlawful discrimination, including the opportunity for all parties involved to present witnesses and other evidence;
  - (d) set time frames for major stages of the grade appeal process;

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<sup>1</sup> Grade appeals that do not allege unlawful discrimination as a basis may be handled consistent with the University's current procedures.

- (e) written notification to the parties of the outcome of the grade appeal investigation, including a summary of the investigative findings and the rationale for the outcome;
- (f) an assurance that the University will keep the grade appeal and investigation confidential to the extent possible;
- (g) an assurance that the University will take steps to prevent the recurrence of any discrimination and to remedy the discriminatory effects of and prevent the recurrence of discrimination of which it has notice, with examples of the types of remedies available to the student if unlawful discrimination is substantiated by the investigation; and
- (h) a statement that retaliation is prohibited against any individual who files a grade appeal or participates in a grade appeal investigation which involves allegations of unlawful discrimination.

In addition, the University may not require students to participate in an informal complaint resolution process offered by the University before they are allowed to file a grade appeal alleging unlawful discrimination. This does not prohibit the University from offering and providing students a voluntary, informal resolution process for unlawful discrimination complaints as part of the grade appeal process.

**REPORTING REQUIREMENT:** By February 28, 2015, the University will submit the Grade Appeal Revision Plan to OCR for review and approval, which meet or exceed the requirements set forth in item 1 of this Agreement.

2. The University shall implement the OCR-approved Grade Appeal Revision Plan components and provide all faculty and students with written notice of the implementation. The University will make this notification in a manner consistent with the methods used by the University to notify faculty and students of policy and/or procedural changes. For example, the revised grade appeal policy and/or procedures may be shared through the University's website, electronic mail messages to faculty and students, and/or any regularly issued newsletters (in print or online), as well as by any other additional means of notification the University deems effective to ensure that the information is widely disseminated.

**REPORTING REQUIREMENT:** Within 60 calendar days of publishing and/or disseminating the revised grade appeal policy and/or procedures, the University will provide OCR with documentation showing it has complied with item 2 of this Agreement. The University may submit hard copies of student handbooks, university policies, or links to the information if available on the University's website.

3. During 2014-15, 2015-16, 2016-17 school year and for any grade appeal that includes an allegation of unlawful discrimination, the University will provide training regarding the revised grade appeal policy and/or procedures to University administrators,

faculty and/or staff assigned the responsibility to hear or review the specific grade appeal that includes a timely allegation of unlawful discrimination. The assignment and training of those responsible to hear or review the grade appeal shall be done within 30 days of the filing of the grade appeal so as to not delay the grade appeal process. The training will review the University's revised grade appeal policy and procedures and will be conducted by an individual(s) knowledgeable about the University's revised grade appeal policy and the laws and issues pertaining to unlawful discrimination.

**REPORTING REQUIREMENT:** By July 31 of, 2015, 2016, and 2017, the University will provide OCR documentation showing the number of grade appeals that included a timely allegation of unlawful discrimination and the completion of training for each such grade appeal. The documentation must identify the following: (a) the date(s), time(s) and location(s) of the training; (b) the topics addressed at the training(s) (the University may provide OCR an outline of the training and a copy of the materials disseminated at the training); (c) the name(s), title(s), and credentials of the individual(s) who conducted the training; and (d) the name, title, and work location of each University employee who attended the training (a sign-in sheet with the attendees' names, titles, and work locations is sufficient). OCR is available to provide technical assistance and training to the University upon the University's request. If no grade appeal that includes an allegation of unlawful discrimination was filed, then no training is required and the University will notify OCR of that fact.

## **REMEDIAL MEASURES**

4. Within 30 days from the date of this Agreement, the University agrees to notify the complainant in writing by certified United States Postal Service (University's letter) that he has the opportunity to present additional information he believes supports his allegations of discrimination based on race/national origin regarding the grades he received in the five courses that were the subject of his grade appeal submitted to the University on September 25, 2012. The University may include a requirement in the University's letter that the complainant has 45 calendar days from the date of the University's letter to provide any and all materials to the University, designate a specific University staff member to receive the information and specify means of acceptable submission (e.g., email, U. S. mail, or other means).

**REPORTING REQUIREMENT:** Within 90 days of the date of mailing of the University's letter to the complainant, the University will provide OCR with copies of the University's letter and any other correspondence with the complainant regarding his opportunity to submit additional information as described in item 4, including any information and/or documentation submitted by the complainant in response to the University's letter. If the University did not receive any information and/or documentation from the complainant within that time, it will notify OCR of that fact.

5. Within 90 days of the University's receipt of the complainant's response to the University's letter, the University will reconsider the complainant's allegations of race/national origin discrimination regarding the five courses included in his grade appeal submitted to the University on September 25, 2012, to determine whether a preponderance of the evidence supports the complainant's allegations of race and national origin discrimination in accordance with applicable University policies, procedures and legal requirements. The University's review shall include consideration of: 1) relevant prior documentation submitted by the complainant in support of his allegations; 2) information obtained by witnesses, if determined appropriate by the University; and 3) any new information provided by the complainant in response to the University's request. The University shall not be required to reconsider any discrimination allegations that were previously determined untimely pursuant to the University's grade appeal policy (2011-12 Student Academic Regulations) and/or discrimination grievance policy (University System Policy 390.010) in effect during fall semester 2012. The University will also not be required to reconsider any discrimination allegations included in the discrimination grievance submitted to the University by the complainant on September 25, 2012, that was subsequently withdrawn by the complainant.

**REPORTING REQUIREMENT:** If the complainant opts to provide additional information in response to the University's letter, then within 90 days of the deadline identified in the University's letter to the complainant to submit additional information, the University will provide OCR with documentation showing the University considered the complainant's additional information and made a determination regarding the allegations of discriminatory grading in the five classes. Such documentation includes, but is not limited to: (a) any documentation provided to the University by the complainant regarding his concerns; (b) any relevant communications between the University and the complainant; (c) notes or minutes of any follow up meetings with the complainant to review the additional information and/or ask questions; and d) a copy of the University's investigative report including documentation reflecting the University's deliberations, analysis of and determination regarding the complainant's allegations of discrimination, including what, if any, recommended remedies; e) any memoranda confirming changes, if any, to the complainant's grades and/or official transcripts; f) documentation showing any personnel action(s) taken, including but not limited to training for staff; and g) a copy of the written notification to the complainant conveying the results of the University's internal review or investigation, including a summary of the findings of fact and legal basis for the investigation results, and information detailing the complainant's right, if any, to appeal 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 regulations implementing 42 U.S.C. § 2000d, which were at issue in this case.

The University understands that by signing this Agreement, it agrees to provide data and other 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 the regulations implementing 42 U.S.C. § 2000d, which were at issue in this case.

By entering into this Agreement, the University does not intend to admit liability and nothing contained in this Agreement shall be construed as an admission of liability by the University or any of its curators, officers, employees, agents or attorneys, either past, present, or future, to the Complainant under Title VI or under any other legal theory whatsoever, all such alleged liability being hereby expressly denied. Further, by entering into this Agreement, the University does not intend to admit and nothing contained in this Agreement shall be construed as an admission by the University or any of its curators, officers, employees, agent or attorneys, either past, present, or future, to any violation of Title VI or any other federal statute or regulation which OCR has responsibility for enforcing, all such alleged violations being hereby expressly denied.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

/s/ Cheryl B. Schrader

1/13/15

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Cheryl B. Schrader, Chancellor  
Missouri University of Science and Technology

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Date