

**Resolution Agreement**  
**Methodist University**  
**OCR Complaint No. 11-13-2278**

Methodist University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-13-2278 (the Complaint).

**I. Individual Remedies**

By January 13, 2014, the University will:

- A. Contact the Complainant in writing stating that she is welcome to apply for admission to the 2014 Nursing Program. The University will include information about the application process, including any applicable deadlines. If the Complainant decides not to reapply for admission to the Program, the University will offer to expunge the grade the Complainant received in XXXX in Spring 2013 from her transcript and reimburse the Complainant for any tuition, books, or other expenses paid for attending XXXX.
- B. Offer, in writing, that the Complainant may retake the XXXX examination in its entirety while receiving the academic adjustments for which the University has determined she is entitled; if she chooses to retake the examination, the University will recalculate the Complainant's final XXXX grade based on that retest and will consider her recalculated grade in the admissions decision for the 2014 nursing class.
- C. Offer, in writing, that the Complainant may take XXXX in Spring 2014 at no cost to the Complainant. The University will inform the Complainant that although the course is not a pre-requisite for admission to the nursing program, her doing well in that class may be viewed favorably by the admissions committee.
- D. Offer, in writing, to reimburse the Complainant for her tuition, books, and fees for the 2-hour XXXX course she took at XXXX in Fall 2013. The University may require the Complainant to provide reasonable documentation of those expenses.
- E. Provide the Complainant written notice that the University's policies and federal law prohibit discrimination against students based on disability and further prohibit retaliating against individuals who have raised complaints or otherwise asserted their rights to be free from disability discrimination.

**Reporting Requirement:** By January 13, 2014, the University will provide OCR a copy of the letter sent to the Complainant as described above. By January 31, 2014, the University will provide OCR with the Complainant's response to the offer. Within 5 business days of reimbursing the Complainant, the University will provide OCR with documentation of the payment.

**Reporting Requirement:** If the Complainant applies for admission to the 2014 nursing class, the University will notify OCR of the outcome of her application within 15 business days of the admissions decision. If the Complainant is denied admission, the notification will include an explanation of the reason for the denial, including whether her grade in XXXX was a factor in the decision.

**Reporting Requirement:** If the Complainant elects to retake the XXXX examination, the University will provide OCR with documentation verifying the academic adjustments that were provided to the Complainant during the retest. The University will also provide OCR with documentation regarding the Complainant's score on the retest and a copy of her transcript reflecting the recalculated XXXX final grade. Such documentation will be provided within 15 business days of the administration of the examination.

## II. Training

By February 28, 2014, the University will ensure that all faculty members in the Nursing Department are provided training on the University's procedures for providing modifications to students with disabilities and its process for determining what academic requirements are "essential" to the University's courses and programs. The training will specifically include that individual faculty members do not have discretion to "deny" an academic adjustment that a student has been approved to receive by the University's Disability Services Office. The training also will include that the University's policies and federal law prohibit discrimination against students based on disability and further prohibit retaliating against individuals who have raised complaints or otherwise asserted their rights to be free from disability discrimination.

**Reporting Requirement:** By March 14, 2014, the University will provide OCR documentation evidencing that all Nursing Department faculty have been provided the training described above. The documentation shall include the name(s) of the facilitator(s); the date(s) when training was provided; the names and titles of those person(s) who participated in the training(s); and a copy of the training materials used.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled its terms and is in compliance with the regulations implementing Section 504, at 34 C.F.R. Part 104. The University also 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 Section 504, at 34 C.F.R. Part 104.

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

