

**RESOLUTION AGREEMENT**  
**Methodist University**  
**OCR Case No. 11-15-2295**

Methodist University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-15-2295. This Agreement does not constitute an admission by the University of a violation of Title VI of the Civil Rights Act of 1964 (Title VI), Title IX of the Education Amendments of 1972 (Title IX), Section 504 of the Rehabilitation Act of 1973 (Section 504), or any other law enforced by OCR.

**A. Implicit Bias, Anti-Racism and Anti-Retaliation Training**

1. The University will retain either an independent consultant or an employee of the University to provide one (“1”) training session on implicit bias, anti-racism, anti-retaliation, and how to appropriately address claims of discrimination based on race for all professors at the University. These subjects were discussed during a faculty workshop on XXXX. An additional, more intensive, training session on implicit bias, anti-racism, anti-retaliation, and how to appropriately address claims of discrimination for all professors at the University will be led by an independent consultant or employee of the University and will be held no later than August 31, 2017.

**Reporting Requirements:**

- a. By May 15, 2017, the University will provide documentation to OCR demonstrating that it has retained or appointed the consultant or employee, including the name, contact information, qualifications, and experience for the individual(s) the University retained;
  - b. By June 30, 2017, the University shall provide for OCR’s review and approval a copy of the outline and course materials to be utilized during the intensive training session held no later than August 31, 2017;
  - c. By September 15, 2017, the University shall provide OCR with an attendance list for the one training session, including name and title of each attendee.
2. By August 31, 2017, the professor will complete two (“2”) individual training sessions focusing on implicit bias and anti-racism training. These 2 training sessions will be led by either an independent consultant or an employee of the University. The professor shall be required to respond to and submit a self-assessment following the conclusion of these 2 training sessions.

**Reporting Requirements:**

- a. By June 30, 2017, the University shall provide for OCR’s review and approval a copy of the outline and course materials to be utilized during each training session.
- b. By September 15, 2017, the University will submit to OCR the dates of the training sessions provided to the professor.

**B. Individual Measures**

1. By May 30, 2017, the University will appoint an objective decision maker employed by the University to conduct an informal review of the graded work retained by the professor in each of the professor's on campus in-person courses for the XXXX and XXXX school years for all students who identified as African American.

Reporting Requirements:

- a. By July 30, 2017, the University will provide OCR with a written report of the informal review of the graded worked retained by the professor, including the conclusion reached by the objective decision maker as to whether they should be changed.
- b. If the objective decision maker determines that any grades should be changed, the University will update the students' official transcripts only if the change results in an improvement to any final grade and will provide OCR with a copy of the updated transcripts by September 30, 2017.

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, Title IX, and Section 504, at 34 C.F.R. Part 100, 34 C.F.R. Part 106, and 34 C.F.R. Part 104, respectively.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that during the monitoring of this Agreement, OCR may, with advance notice, 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 regulation implementing Title VI, Title IX, Section 504, at 34 C.F.R. Part 100, 34 C.F.R. Part 106, 34 C.F.R. Part 104, respectively, which were 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 a minimum of sixty (60) calendar days to cure the alleged breach.

By: \_\_\_\_\_/s/\_\_\_\_\_ Date: \_\_\_\_\_04/13/2017\_\_\_\_\_

President Ben Hancock or designee