

RESOLUTION AGREEMENT

Methodist University OCR Case No. 11-16-2003

Methodist University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-16-2003. 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), or any other law enforced by OCR.

A. Anti-Retaliation Training

By January 31, 2017, the professor will complete one (“1”) individual training session focusing on anti-retaliation training. This training session 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 this training session.

REPORTING REQUIREMENTS:

- a. By December 15, 2016, the University shall provide for OCR’s review and approval a copy of the outline and course materials to be utilized during the training session.
- b. By February 14, 2017, the University will submit to OCR confirmation (such as a signed attendance sheet) that the Professor completed the training.

B. Individual Student Remedy

By December 1, 2016, the University will appoint an objective decision maker employed by the University to conduct an informal review of the Complainant’s class participation grade that she received in her XXXX class during the spring semester of the 2014-2015 school year.

REPORTING REQUIREMENTS:

- a. By January 31, 2017, the University will provide OCR with a written report of the informal review of the Complainant’s class participation grade, including the conclusion reached by the objective decision maker regarding the Complainant’s class participation grade that she received in her XXXX class during the spring semester of the 2014-2015 school year.
- b. If the objective decision maker determines that the Complainant’s class participation grade that she received in her XXXX class during the spring semester of the 2014-2015 school year should be changed, the University will update the Complainant’s official transcript only if the change results in an improvement to the final grade and will provide OCR with a copy of the updated transcript by February 1, 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, at 34 C.F.R. Part 100.

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

By: _____ /S/_____ Date:

11/18/2016

President/Designee
Methodist University