

**RESOLUTION AGREEMENT**  
**Medical University of South Carolina**  
**OCR Complaint No. 11-17-2110**

The U.S. Department of Education's Office for Civil Rights (OCR) and the Medical University of South Carolina (the University) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission by the University of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504), Title II of the Americans with Disabilities Act of 1990 (Title II), or any other law enforced by OCR.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to ensure compliance with Section 504 and Title II and their implementing regulations and to resolve the issues of this investigation, the University voluntarily agrees to take the following actions.

1. The University will continue its review of and will revise its policies and procedures for providing services to students with disabilities. The revised policies and procedures will be consistent with the requirements of the Section 504 regulation at 34 C.F. R. § 104.43 and 34 C.F. R. § 104.44. The revised policies and procedures will, at a minimum:
  - ensure that no qualified student with a disability is excluded on the basis of disability from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any course, course of study, or other parts of the University's education programs or activities;
  - ensure that there is a clear method available for a student with a disability to request academic adjustments or reasonable modifications to policies, practices or procedures necessary to allow the student full participation in the University's program of instruction, and for the University to respond to those requests;
  - clarify that, in instances where the requested academic adjustment or modification may alter an essential course or program requirement, in making such a determination the University will consider, among other factors, that decisions regarding essential requirements be made by a group of people who are trained, knowledgeable, and experienced in the area, through a careful, thoughtful, and rational review of the academic program and its requirements, taking into account possible alternatives for the essential requirement, as well as whether the essential requirement in question can be modified for a specific student with a disability;
  - protection from retaliation for requesting academic adjustments or filing a disability discrimination complaint; and
  - provide information about the process for a student with a disability who wishes to appeal a decision about a requested academic adjustment or modification.

Reporting Requirements:

- a. **By September 1, 2017**, the University will submit to OCR for review and approval a draft of the revised policies and procedures.
- b. **Within thirty (30) days of OCR's approval**, the University will provide OCR documentation showing that it has finalized the revised policies and procedures, disseminated information about the revised policies and procedures to students, faculty, staff, and administrators, and published the revised policies and procedures in

University documents, to include program catalogs, student handbooks, faculty handbooks, website pages, and course syllabi templates.

2. **Within thirty (30) days of OCR's approval of proposed training materials**, the University will provide training to faculty and administrators involved in providing academic adjustments to students with disabilities on the revised policies and procedures developed under Provision 1. Thereafter, the University will ensure that all new relevant staff receive training on the new policies and procedures within thirty (30) days of the commencement of their employment.

Reporting Requirements:

- a. **Within thirty (30) days of OCR's approval of the revised policies and procedures**, the University will provide OCR a draft of the proposed training materials and the name(s) and qualifications of the proposed trainer(s).
  - b. **Within fifteen (15) days of the training**, the University will provide OCR with evidence that training has been provided to the specified personnel, including the training dates and a roster of attendees.
3. **By August 15, 2017**, the University will conduct analyses of and make determinations as to whether the XXXX timeframe for taking the XXXX exam and its maximum amount of time to complete the XXXX degree are essential to its educational program. In doing so, the University will ensure that the determinations are made by a group of people who are trained, knowledgeable, and experienced in the area, through a careful, thoughtful, and rational review of the academic program and its requirements, taking into account possible alternatives for the essential requirement.

Reporting Requirement:

**By August 30, 2017**, the University will submit to OCR documentation of the above analyses and determinations, including a list of the decision makers and their qualifications, all information and possible alternative considered, and a summary of the reasons for the determinations.

4. **By September 1, 2017**, the University will offer the Complainant the following options:
  - An opportunity to petition to return to the University's XXX, which the University will process in a timely fashion;
  - An opportunity to resubmit to Disability Support Services his requests for reasonable modifications to the XXXX timeframe for taking the XXXX exam and its maximum amount of time to complete his XXXX degree with specifications as to the Complainant's proposed timeframes for each requirement, which the University will process in a timely fashion, taking into account the Complainant's efforts to request disability accommodations from the National Board of Medical Examiners for the exam.

Reporting Requirements:

- a. **Within five (5) days of receiving the Complainant's response** to the above offer, the University will provide OCR copies of the offer and response.
- b. If the Complainant opts to petition to return to the XXXX, the University will provide OCR documentation of its ruling on the petition **within five (5) days of the ruling**.

- c. If the Complainant opts to resubmit his requests for reasonable modifications, the University will provide OCR documentation of its decisions on the requests **within five (5) days of the decisions.**

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 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 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR will close 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.

FOR THE UNIVERSITY:

\_\_\_\_\_/s/\_\_\_\_\_  
Lisa K. Saladin, PhD  
Executive Vice President for Academic Affairs  
And Provost

Date: \_\_\_\_\_07/14/17\_\_\_\_\_