

**Agreement to Resolve  
OCR Docket No. 05-14-2013**

Cardinal Stritch University hereby agrees to resolve the above-referenced complaint with the U.S. Department of Education, Office for Civil Rights (OCR). The University submits this Agreement to ensure its compliance with Section 504 of the Rehabilitation Act, and its implementing regulation, 34 C.F.R. § 104.44(a), which was at issue in this case. The University agrees to take the following steps:

1. By June 1, 2014, the University will provide the Complainant with written notification that she may elect to retake Anatomy and Physiology I during the 2014–15 academic year. The University will, at its discretion, allow the Complainant to do so either (a) through an independent study course at the University, without charge, or (b) by taking the course or its equivalent at an academic institution that is mutually agreeable to the parties. If the University elects to offer option (b), it agrees to pay the Complainant's tuition for the substitute course at the other institution, and to accept transfer credit for the course. The notification will state that the Complainant must inform the University of her decision to retake the course by no later than July 1, 2014. If the Complainant elects to re-take the course, the University agrees to list on her transcript either her original grade or her new grade, whichever is higher.

**REPORTING REQUIREMENT:** By July 15, 2014, the University will submit to OCR documents establishing the University's compliance with item #1, including the Complainant's response.

2. By September 15, 2014, and on an annual basis thereafter, the University will provide training for all faculty (full-time and part-time) on its policies and procedures for students with disabilities. The training will include, at a minimum, the University's prohibition of discrimination, the procedure for filing disability discrimination complaints, the grievance procedure for disability issues, the proper response if a student requests assistance with disability issues from a faculty member, the Disability Services Office, and the process for obtaining academic adjustments and/or auxiliary aids. In addition, the training will ensure that all faculty members include timely and accurate information about the University's disability procedures in their course materials, including syllabi.

**REPORTING REQUIREMENT:** By October 1, 2014, the University will submit to OCR documents establishing the University's compliance with item #2.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines the University has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. §§104.44(a), which was 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 regulation implementing Section 504, at 34 C.F.R. §§104.44(a), 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.

**Signed:** \_\_\_\_\_  
(On behalf of the University)

**Date:** \_\_\_\_\_