

**Resolution Agreement**  
**Arcadia University**  
**OCR Docket # 03142030**

In order to resolve the allegations in the above-referenced complaint filed with the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, Arcadia University (the University) voluntarily enters into this resolution agreement (Agreement) and commits to implement the provisions set forth in this Agreement in order to resolve this complaint. This Agreement does not constitute an admission of liability on the part of the University and does not constitute a determination by OCR of any violation of any regulations enforced by OCR.

**Action Steps**

1. By June 1, 2014, the University will distribute a memorandum to all of its faculty members reminding them of their obligation under the regulation implementing Section 504, at 34 C.F.R. Section 104.44 (a) and (d), to provide modifications to its academic requirements and auxiliary aids to qualified students with disabilities to ensure that they are not denied the benefits of or excluded from participation in the University's education programs. Specifically, this memo will contain language reminding them of their responsibility to ensure that students with disabilities who request an academic adjustment receive the academic adjustment on or prior to the beginning of the class, assuming that the student has also made a timely request for such materials consistent with University policy. Moreover, this memo will state that if there are extenuating circumstances preventing the delivery of timely materials to the student that are not due to a student's delay in submitting a request, personnel will work with the student to identify an appropriate remedy to address the situation (e.g., delaying applicable deadlines for projects and tests or other comparable remedy for this disadvantage in not having course materials at the same time as other students).
2. By June 1, 2014, the University will develop or review and, if necessary, revise, its policies and procedures for direct threat assessment, as they relate to students with disabilities, to be consistent with the following:
  - a. The University may exclude a student from or place special conditions on a student's participation in its programs or activities if it concludes that the student presents a direct threat (i.e., a high probability of substantial harm to the health and safety of others).
  - b. Where the University has a reasonable basis for believing that a student poses a direct threat, it will make an individualized assessment of the direct threat posed by the student, based on a reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, timing, probability, and severity of the risk; and whether reasonable modifications of the University's policies, practices, or procedures will mitigate the risk. In making the assessment, the University will confer with individuals who have in-

depth knowledge of, and experience in, the area of the student's disability. Pending the outcome of a formal assessment, the University may set interim conditions on the student, provided the student is afforded minimal due process (i.e., notice of the proposed action, the opportunity to present information on his or her behalf, and a right to appeal).

- c. If the University determines that a student does not pose a direct threat to the health and safety of others, or determines that the student no longer poses such a direct threat, the University will not exclude the student from or place special conditions on the student's participation in its programs or activities, and as such, provide the proper written notice to the student of this determination, effectively readmitting the student and restoring all his/her attendant privileges, benefits and services, as a student in the University's academic program in the status of, and at the academic level attained by the student prior to the determination that he/she was a direct threat.
  - d. The University will not require a student to provide a comprehensive mental health evaluation and/or similar documentation, except: (i) in the course of conducting an individualized assessment of whether that student poses a direct threat to the health and safety of others, when it has a reasonable basis to believe that the student may pose such a threat; or (ii) as otherwise reasonably necessary for the University to comply with its obligations under Section 504.
  - e. If the University makes a final determination that a student poses a direct threat to the safety of others, it will give the student the opportunity and/or forum to address these charges and present evidence supporting a contrary finding.
  - f. Following a determination that a student poses a direct threat to the safety of others, the University must communicate to the student the exact circumstances, including timetables if applicable, that would cause the student to no longer be considered a direct threat, reaffirm such student's qualified status as an individual with a disability and allow the student to return to the University's program.
  - g. If the University determines, in accordance with Commitment 2e, that a student poses a direct threat to others, the University may condition the student's future receipt of a benefit or service upon the student's provision of documentation showing that the student is no longer a threat. Such evidence may include, but not be limited to, a treatment plan or periodic reports from a physician. The University will not, however, condition the provision of a benefit or service upon a showing by a student that he has eliminated behaviors that are a manifestation of a disability, unless such behavior significantly contributed to the direct threat.
3. By October 1, 2014, the University will provide training on its approved direct threat policies and procedures to all University personnel who are involved in determining whether a student poses a direct threat to the health and safety of others.

4. By June 1, 2014, the University will offer, in writing by certified mail, to XXXXXXXXX XXX Student XX XXX XX XXX XXXXXXXX from the XXXX XXXX semester, at the University's expense, and with his approved academic adjustments and services. The offer will specify that, as part of XXX reenrollment, the Student is permitted to participate in all University programs and activities, including XXXXXX XXXXXXXXX, XXXXXX, XXXXXXXXX, XXX XXXXXXXXXXXXXXX XXXXXXXXX and that the Student will be permitted to utilize XXX XXXXXXXXX XX XXX XXXX in doing so. In the alternative, the offer will provide that the University agrees to reimburse the Student for his costs of enrollment (tuition, books, etc.) incurred during the XXXX XXXX semester. The University's letter to the Complainant will inform XXX that XX has thirty (30) calendar days from the date of the letter to accept either offer by notifying the University of XXX acceptance in writing. If the Complainant does not respond within 30 days of the University's letter, the University will have no further obligation under this provision.
5. XX XXX XXXXXXXX XXXXXX XX XXXXXXXXX XX XXX XXXXXXXXXXXXXX XXX XXX XXXXXXXXXX XXXXXXXXX XXX XXX XXXXXXXXX XXXX X XXXXXX XXXXXX XX XXX XXXXXXX XX XXX XXXXXXX XX XXXXXXX XX XXXXXXX XX XXX XXX XXXX XX XXX XXXXXX, the University will apply its approved direct threat policies and procedures to the Student to make a determination as to whether the Student poses a direct threat that would disqualify him from continued enrollment.

#### Reporting Requirements

1. By September 1, 2014, the University will provide to OCR documentation demonstrating the implementation of action step #1, including a copy of the memorandum, the date of dissemination, and a list of personnel, by title, who received it.
2. By September 1, 2014, the University will provide to OCR a copy of its written policy relating to direct threat assessment, in accordance with action step #2, for OCR's review and approval.
3. Within 60 days after receipt of OCR's approval of the University's direct threat policies and procedures in accordance with action step #2, the University will disseminate a copy of the policy/procedures to all University faculty, staff and students and will revise, if necessary, any printed and electronic publications containing the policy/procedures. Inserts may be used in the interim of reprinting. The University will provide OCR with documentation evidencing this notice.
4. By December 1, 2014, the University will provide documentation that it provided training on its approved direct threat policies and procedures to University personnel, in accordance with action step #3, including the date of the training, name and qualifications of the individual(s) who conducted training, attendance sheet, by name and title, and copies of materials presented.

5. By September 1, 2014, the University will submit a copy of its offer letter to the Student, in accordance with action step #4, along with the Student's response to the offer to XXXXXX XXX XXXX XXXX XXXXXXX at no cost to the Student or receive reimbursement, along with any accompanying documentation evidencing XXX XXXXXXXXXXXXXXX or reimbursement.
6. If applicable, by September 1, 2014, the University will provide OCR with documentation of its direct threat analysis of the Student, in accordance with action step #5.

The University agrees to comply with the terms of this agreement until OCR has released it from monitoring. OCR will not close the monitoring until it determines that the University has fulfilled the terms of this Agreement and is in compliance with the provisions of Section 504 that are applicable to this complaint.

The University shall provide data and other information in a timely manner. 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 complied with the terms of this agreement and the provisions of Section 504 that are applicable to this complaint.

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.

/s/

April 15, 2014

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President or President's Designee

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Date