

Resolution Agreement
Fisk University (Tennessee)
OCR Complaint #04-17-2101

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and Fisk University (University) enter into this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

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 resolve the issues of this investigation, the University agrees to take the following actions.

Policies and Procedures

1. By **May 1, 2018**, the University will revise its written policies and procedures (including its Admissions Policy and "Withdrawal and Leave of Absence Policy") to ensure the following:
 - a. Qualified individuals with disabilities may not, on the basis of disability, be denied admission (including re-admission) or be subjected to discrimination in admission, re-admission or recruitment by the University in violation of 34 C.F.R. § 104.42(a).

Reporting Requirement: By **May 1, 2018**, the University will submit to OCR a copy of its revised Policies and Procedures for OCR's review and approval. The University will adopt and implement the revised Policies and Procedures, referenced in Item 1, within thirty (30) days of OCR's approval.

Direct Threat: Policy and Procedures

1. By **June 1, 2018**, the University will develop a formal written policy and procedures for assessing whether a student poses a direct threat to the health or safety of others. The written procedures will state that in determining whether an individual poses a direct threat to the health or safety of others, the University will make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: (a) the nature, duration, and severity of the risk; (b) the probability that the potential injury will actually occur; and, (c) whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.
2. Absent exigent circumstances creating an imminent risk of harm, the University will make the direct threat assessment prior to a decision to administratively dismiss a student based on a direct threat. If exigent circumstances require the immediate removal of a

student with a disability from the University based on direct threat, the student will, at a minimum, receive: (a) written notice and an initial opportunity to present evidence before, or immediately after, being placed on administrative dismissal; and (b) full due process within thirty (30) days of the determination to place the student with a disability on administrative dismissal due to direct threat.

Reporting Requirement: By **June 1, 2018**, the University shall submit the draft Direct Threat Policy and Procedures to OCR for review and approval. The University will adopt and implement the Direct Threat Policy and Procedures within thirty (30) days of OCR's approval.

Reporting Requirement: **Within thirty (30) days of OCR's review and approval**, the University will submit documentation to confirm that the University has electronically disseminated the OCR-approved Policies and Procedures referenced in Item 1 and the Direct Threat Policies and Procedures to University students, faculty and staff. In addition, the University will publish copies of the OCR-approved Policies and Procedures in the Student Handbook/Course Catalog and in prominent locations on the University's website.

Complainant Individual Remedies

1. **By June 1, 2018**, the University will invite the Complainant to re-apply to the Program. The University will send the written invitation, via certified mail, to the Complainant's last known mailing address. The University will give the Complainant sixty (60) days to accept or decline the University's offer to re-apply to the Program.

Reporting Requirement: Within ten (10) business days of sending the Complainant the invitation to re-apply to the Program, the University will provide OCR with a copy of the written invitation that it submitted to the Complainant.

2. If the Complainant accepts the University's offer to re-apply to the University Program, the University will designate a Program Staff to assist the Complainant with the re-enrollment process within seven (7) business days of the Complainant's notification of the University's offer to re-apply. The designated Program Staff will provide the Complainant with the Policies and Procedures that the University has revised pursuant to this Agreement. The designated Program Staff will also assist the Complainant with requesting, if necessary, appropriate reasonable modifications and/or auxiliary aids and services for his disability.

Reporting Requirement: **By July 1, 2018**, the University will provide documentation that confirms that it designated a Program Staff to assist the Complainant with the re-application and re-enrollment process, if applicable.

Training

1. **By June 1, 2018**, the University will provide training on the OCR-approved Policies and Procedures, including the Direct Threat Policies and Procedures. The University will

provide training to the University faculty and staff. The training will address the legal requirements of Section 504, including the non-discrimination requirements of Section 504. The training will also ensure that the University implements a deliberative process to ensure that students and applicants with disabilities are not subject to discrimination on the basis of disability. The University will provide this training for new employees during its new employee orientation.

Reporting Requirement: By **July 1, 2018**, the University shall submit to OCR documentation demonstrating that it has adopted, implemented and disseminated the approved Direct Threat Policy and Procedure and initiated training in accordance with Section 504 and the revised Policy and Procedures. The documentation concerning the required training will include: a dated list, by name and title, of all individuals who attended the training; copies of the materials provided to attendees; and the name, title, and qualifications of the individuals(s) who conducted the training.

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 Section 504 implementing regulation at 34 C.F.R. § 104.33(a) and (b)(1)-(2). Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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 sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the District's representative below.

President or Designee
Fisk University

Date