

RESOLUTION AGREEMENT
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, FLORIDA
OCR Docket Number 04-17-2268

The U.S. Department of Education, Office for Civil Rights (OCR), and Embry-Riddle Aeronautical 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 prohibit 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 action.

Action Item

By December 15, 2017, the University will notify the Student that to request permission to bring his dog to University housing and/or the classroom he may submit documentation to the University demonstrating the specific work or function the Student's dog has been trained to perform and a nexus between the Student's disability and the dog's function that afford the Student with access to the University's facilities, programs or activities. If the Student submits such documentation to the University, the University shall consider the documentation and notify the Student of any deficiencies in the documentation within ten (10) days of receipt of the documentation. If the University determines that the documentation sufficiently demonstrates that the dog is a service animal that has been individually trained to do work or perform a specific function or functions and that there is a nexus between the animal's function and the Student's documented disability that affords him access to the institution's facilities, programs, or activities, it shall grant the Student's request to permit his dog in University housing and/or the classroom, as requested, unless the University can establish that doing so would result in a fundamental alteration of the University's program or an undue burden, or that the dog poses a direct threat to the health or safety of other individuals. If the University determines that the documentation does not demonstrate that the dog is a service animal that has been individually trained to do work or perform a specific function or functions or that there is not a nexus between the animal's function and the Student's documented disability that affords him access to the University's facilities, programs or activities, the University will appropriately document its determination and rationale.

Reporting Requirements:

1. By December 15, 2017, the University will provide documentation to OCR demonstrating that it provided notice to the Student consistent with the Action Item.
2. If, by February 1, 2018, the Student submits documentation to the University in accordance with the Action Item, within thirty (30) days of receipt of the documentation,

the University will provide documentation to OCR demonstrating that it appropriately considered the documentation in accordance with the Action Item. The documentation provided to OCR will include copies of all documentation provided by the Student; the University's determination regarding whether to allow the Student's dog in University housing and/or the classroom, as requested, and the justification for such determination; and the name(s) and title(s) of the individuals involved in reaching the determination.

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 CFR §§ 104.4, 104.43 and 104.44. 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 Resolution Agreement will become effective immediately upon signature of the University's President or designee below.

/s/

December 12, 2017

President or Designee
Embry-Riddle Aeronautical University

Date