

**Howard University's Response to OCR Resolution Agreement
OCR Complaint No. 11-15-2222**

Howard University (the University) agrees to fully implement this resolution agreement (Agreement) to resolve Office for Civil Rights (OCR) Complaint No. 11-15-2222. The University's decision to enter into the Agreement is not an admission that the University has violated Section 504 of the Rehabilitation Act of 1973 (Section 504) or any other law enforced by OCR.

PSYCHO-DIAGNOSTIC ASSESSMENT POLICY AND TRAINING

1. **By May 25, 2016** the University will review and revise its policies applicable to student conduct to ensure that the policies do not discriminate against students with disabilities, including students who have a record of a disability or who are regarded as having a disability, particularly as the policies relate to requiring students to XXXX assessments.

Reporting Requirement: **By May 31, 2016, 2016** the University will submit, for OCR's review and approval, its revised policies and procedures relating to student conduct and requiring students to XXXX assessments.

2. **By August 30, 2016** the University will provide training to any administrators with the authority to require XXXX assessments on its policies and procedures related to XXXX assessments and the limited circumstances under which the University may require a student to undergo a XXXX assessment.

Reporting Requirement: **By August 1, 2016**, the University will provide, for OCR's review and approval, an outline of the training as described in Item 2, along with the name and qualifications of the trainer(s).

Reporting Requirement: **Within 10 business days** of OCR's approval of the above training provisions, the University will schedule the training. **Within 10 business days** of each training session, the University will provide to OCR copies of sign-in sheets from each training session.

STUDENT REMEDIES

3. **By June 1, 2016**, the University will notify the Complainant by U.S. mail and e-mail that it retracts the requirement that he undergo a XXXX assessment before returning to the University. This retraction is not in any way intended to exclude the Complainant from additional requirements for re-enrollment that are unrelated to the XXXX assessment requirement. The University will include in its communication to the Complainant the procedure through which he may re-enroll at the University, should he elect to do so. The University will also offer to reimburse the Complainant for the cost of any XXXX courses paid for but not completed due to the XXXX assessment requirement, unless a University policy unrelated to the XXXX

assessment requirement rendered the Complainant ineligible for reimbursement or caused his withdrawal.

Reporting Requirement: Within 10 business days of providing notice to the Complainant by U.S. mail and e-mail, the University will submit to OCR written verification that it provided the Complainant with notice and any offer of reimbursement as described in item 3, and will provide a copy to OCR. The University will include a deadline for response regarding the Complainant's desire to re-enroll of no less than 14 calendar days.

Reporting Requirement: Within 10 business days of the deadline for the Complainant's response, the University will notify OCR of the Complainant's decision.

4. **By June 15 1, 2016**, the University will review all students in the past 3 years from whom the University required a XXXX assessment as a condition for enrollment to determine whether the XXXX assessment was required consistent with a legitimate "direct threat" analysis. Specifically, the University will consider (a) whether the determination was an individualized assessment based not on stereotypes of persons who have, had, or are believed to have a particular disability, but on reasonable judgment relying on the most current medical knowledge of the individual or the best available objective evidence, and (b) whether the assessment determined the nature, duration, and severity of the risk, the probability that the potentially threatening injury would actually occur, and whether reasonable modifications of policies, practices, or procedures would significantly mitigate the risk without fundamentally altering the nature of the service, program or activity. As a result of its review, the University will take the following action to address any students that *were not found to pose a direct threat to the health and safety of others pursuant to the above analysis*.
 - a. The University will notify in writing students dismissed pending completion of a XXXX assessment that she/he may elect to resume her/his studies at the University without submitting documentation of a completed assessment. The retraction of this requirement is in no way intended to exclude the student from satisfying any additional requirements that are unrelated to a XXXX assessment.
 - b. The University will offer the student (s) a reimbursement for the cost of the completed XXXX assessment.. Students must produce a proof of payment for full reimbursement. .If the student cannot produce proof of payment but can otherwise show proof of completing the assessment, the University will offer to pay a reasonable, pre-determined amount for the estimated cost.
 - c. The University will offer to reimburse students the costs of courses paid for but not completed due to dismissal pending a XXXX assessment. , Students dismissed from the University for reasons unrelated to the requirement for an assessment or ineligible for reimbursement based on and University policy unrelated to the XXXX assessment are not included in this reimbursement requirement.

Reporting Requirement: Within 10 business days of reviewing all students required to undergo XXXX assessments in the last 3 years, the University will provide, for OCR's review and approval, documentation reflecting its assessment of whether each student's XXXX assessment was required pursuant to a direct threat analysis, as described above.

Reporting Requirement: Within 10 business days of providing notice to the affected students, the University will submit to OCR written verification that it provided the students with notice of the removal of the XXXX requirement and/or any offer of reimbursement as described in item 4, and will submit to OCR a copy of all documentation included in the offer of reimbursement provided to the students and any documentation the University

requires the student to return in order to receive reimbursement. The University will include a deadline for response of no less than 14 calendar days. **Within 45 calendar days** of providing notice to the affected students, the University will report to OCR the responses of affected students, including the status of reimbursement.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulation implementing the provisions of Section 504, at 34 C.F.R. Part 104, 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 the provisions of Section 504, at 34 C.F.R. Part 104, 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.

_____/S/
Dr. Wayne A.I. Frederick, President or designee
Howard University

_____/6/3/2016
Date