

RESOLUTION AGREEMENT #05-21-2175
OAKLAND CITY UNIVERSITY

Oakland City University (University) submits the following agreement to the U.S. Department of Education, Office for Civil Rights (OCR), in resolution of OCR complaint #05-21-2175. The University submits this agreement to ensure its compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, with respect to the issues raised in the complaint.

The University agrees to the following:

1. By August 15, 2022, the University will establish a policy and procedures for identifying, evaluating, and addressing student threats, potential threats or safety concerns. The policy and procedures will include, but not be limited, to:
 - A process for referring individuals for threat assessments;
 - A process for conducting a threat assessment, including consideration of the best objective evidence and possible mitigating measures;
 - Collection and analysis of data related to threat assessment;
 - Criteria and a process for the temporary or permanent removal of students from the University, including removal from in-person learning and;
 - Criteria and a process for readmission to the University; and
 - A statement that determinations are based on actual risks and not on speculation, stereotypes, or generalizations about people with disabilities and may not disguise a discriminatory purpose.

REPORTING REQUIREMENT: By August 31, 2022, the University will provide a copy of the University's proposed policy and procedures to OCR for review and approval. Within 30 days of OCR's approval of the proposed policy and procedures, the University will adopt and distribute the policy and procedures to the students, faculty and staff and post the policy and procedures on its website. The University will submit documentation to OCR of the distribution and posting of the policy and procedures within 15 days after their distribution and posting.

2. By October 15, 2022, the University will provide training to all individuals involved in identifying, evaluating, and addressing student threats, potential threats or safety concerns. The training shall include, but not be limited, to:
 - the University's Policy and procedures referenced at Item #1, including a specific discussion of the requirement to make decisions based on actual risks and not on stereotypes or generalizations about people with disabilities;
 - how to identify and evaluate potential threats that are substantial and imminent and cannot be reduced or eliminated with mitigating measures;
 - the process for referring potential threats to the University; and
 - intervention strategies and mitigating measures.

REPORTING REQUIREMENT: By October 31, 2022, the University will provide documentation to OCR that it has provided the training required by this item. The University will provide copies of any documents utilized in the training and a list of all participants who attended the training.

3. By November 30, 2022, the University shall assess the effectiveness of the training referenced in Item #2 by conducting surveys of employees. The surveys shall specifically inquire about employees' knowledge of how to identify and evaluate potential threats that are substantial and imminent and cannot be reduced or eliminated with mitigating measures; the process for referring potential threats to the University; and intervention strategies and mitigating measures. By December 31, 2022, the University will provide additional training to all employees if the training provided was not effective.

REPORTING REQUIREMENT: By December 15, 2022, the University will provide documentation to OCR that it has conducted the assessment required by this item. By January 15, 2023, if additional training is required, the University will provide documentation of completion of the training.

4. The University will maintain records of all threat assessments including the name of the student, the reasons for referral to the behavioral team, all documents relied on in making the threat assessment, a list of the individuals on the behavioral team and their credentials, all mitigating measures considered to reduce or eliminate the threat, the outcome of the assessment and communications with the student.

REPORTING REQUIREMENT: By June 15, 2023, and June 15, 2024, the University will provide OCR copies of the records pursuant to this item of the agreement for the just completed academic year.

5. By August 15, 2022, the University will reimburse Student A
XX for the
time in which he was prohibited from attending the University in-person.

REPORTING REQUIREMENT: By August 31, 2022, the University will document to OCR that it has met the requirements of this item.

The University understands that by signing this Agreement, it agrees to provide the foregoing 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, 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 regulations implementing which were at issue in this complaint. The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 and its implementing regulations, 34 C.F.R.

Part 104, and Title II and its implementing regulations, 28 C.F.R. Part 35, which were at issue in 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 or judicial proceedings to enforce the specific terms and obligations of 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 University's representative below.

President or designee

Date