

RESOLUTION AGREEMENT  
Point Loma Nazarene University  
OCR Case No. 09-18-2211

In order to resolve the above-referenced complaint filed against Point Loma Nazarene University (University) with the U.S. Department of Education, Office for Civil Rights (OCR), pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulations, the University agrees to take the actions outlined in this Resolution Agreement (Agreement).

The University is entering into this Agreement voluntarily. This Agreement does not constitute an admission by the University that it has any liability with respect to the claims in the above-referenced Case Number and/or has committed any wrongdoing, including without limitation a violation of Section 504, or any other laws, rules or regulations. The University and OCR agree that this Agreement is not admissible in any proceeding or action, except for one to enforce this Agreement.

**A. Specific Requirements**

1. The University is currently in the process of adopting a Safety Policy (Policy) that will govern the imposition of safety interventions, including involuntary withdrawal, with respect to students who pose a significant risk of harm to the health or safety of others. The University agrees to ensure that the Policy complies with the requirements of Section 504 and its implementing regulations.
2. The Policy will ensure the following:
  - a. That the University does not exclude students with disabilities from participation in University programs or activities, or condition their participation in University programs or activities, based on criteria or requirements that are not equally applicable to similarly situated nondisabled students.
  - b. That students with disabilities are not excluded from participation in University programs or activities based on a belief that they pose a threat to others without following procedures that are consistent with Section A 2.c below and the requirements of Section 504.
  - c. That, in determining whether an individual poses a significant risk to the health or safety of others (“direct threat”), 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:

- i. The nature, duration, and severity of the risk;
- ii. The probability that the potential injury or significant harm will actually occur; and
- iii. Whether reasonable modifications of policies, practices, procedures or services will sufficiently mitigate the risk.

3. The Policy will address the following:

- a. The circumstances under which students with disabilities and/or nondisabled students may be required to submit diagnostic or treatment information from their health care provider, including by submitting a Community Health Provider Report Form or similar document.
- b. The circumstances under which students with disabilities and/or nondisabled students may be required to comply with the recommendations of health care providers as a condition of continued participation in University programs or activities.
- c. The information that will be reviewed in deciding whether to initiate a direct threat review and the person(s) responsible for making the decision.
- d. The procedures for conducting a direct threat review, including the person(s) responsible; the medical or psychological evaluation that may be required of the student, and the timeline for completing the review.
- e. The notice to be provided to the student of his/her rights under the process, including any right of appeal, and the process for applying for readmission or return to University programs or activities.

Reporting Requirements:

1. Within 90 days after signing this Agreement, the University will submit a draft of the Policy to OCR for review and approval.
2. Within 60 days after the University receives OCR approval of the Policy, the University will formally adopt the Policy, post the Policy on the University website, summarize the Policy in the University Student Handbook, and provide OCR with documentation that these steps have been completed.

## General Requirements

The University understands that by signing this Agreement, it agrees to provide the foregoing 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. Upon the University's satisfaction of the commitments made under this Agreement, OCR will close 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 the Agreement, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

Point Loma Nazarene University

\_\_\_\_\_/s/\_\_\_\_\_  
Bob Brower, President

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08/31/2018  
Date