

RESOLUTION AGREEMENT
Strayer University
OCR Case No. 11-15-2217

Strayer University (the University) agrees to fully implement this Resolution Agreement (Agreement) to resolve Office for Civil Rights (OCR) Case No. 11-15-2217. This Agreement does not constitute an admission by the University of a violation of Section 504 of the Rehabilitation Act of 1973 (Section 504) or any other law enforced by OCR. The University expressly denies any liability, wrongdoing, or violation of any applicable law.

1. By January 29, 2016, the University will send an offer to the Complainant of readmission to the University beginning with the Spring 2016 quarter without any conditions relating to XXXX or other perceived disabilities. The offer will inform Complainant that readmission is subject to the Complainant's ability to satisfy the University's readmission requirements and may remind him of the University's policy against disruptive conduct. The offer will provide the Complainant with at least two weeks to respond.

Reporting Requirement:

By February 19, 2016, the University will provide OCR with a copy of the offer sent to the Complainant and a copy of his response. If the Complainant does not respond in writing, the University will provide a written statement describing the verbal response or noting his failure to respond.

2. If, by February 12, 2016, the Complainant replies in the affirmative with respect to the offer referenced in Provision 1 and complies with University requirements regarding readmission (e.g., timely submitting the correct forms and paying applicable tuition and fees), the University will readmit him beginning with the Spring 2016 quarter without any conditions relating to XXXX or other perceived disabilities. If the University readmits Complainant, his continued enrollment and degree conferral is subject to all University policies and procedures.

Reporting Requirement:

By April 15, 2016, the University will provide OCR with appropriate documentation of its readmission of the Complainant or notice that it did not readmit him, e.g., because he failed to timely respond to the University's offer or to comply with University requirements regarding readmission.

3. By February 5, 2016, or such other date agreed upon by OCR and the University, the University will:
 - a. Amend the section of its "Student Disciplinary and Grievance Policies and Procedures" entitled "Suspension for XXXX" to eliminate "XXXX" and will not include in that title any word or phrase that references students with disabilities;
 - b. Amend the section referenced in Provision 3a to provide that the decision to immediately remove any student with a disability (including any student who is regarded as having a disability or has a record of a disability) from the University because the student poses a direct threat will be:
 - i. Made in consultation with persons knowledgeable about the University's obligations under federal disability civil rights laws and direct threat standards, including the University's Director of Disability Services and its Legal Department; and
 - ii. Based on an individualized assessment of the best available medical and other objective evidence, and include consideration of: the nature, duration, and severity of the risk; the likelihood that injury will actually occur; whether reasonable modifications of University policies, practices or procedures will sufficiently mitigate the risk to permit the student to safely continue studying at the particular campus or online; and the University's obligation to avoid exposing others to significant health and safety risks.
 - c. Ensure that all decisions to immediately remove students with disabilities from the University because they pose a direct threat are made consistent with the standards in Provision 3b.

Reporting Requirements:

- a. By January 22, 2016, the University will submit to OCR for pre-publication review and approval copies of all policies, procedures, and practices established or amended pursuant to this Provision.
- b. Within three months of the University's receipt of OCR approval of the draft policies, etc., it will submit to OCR published copies of and available Internet links to all policies, procedures, and practices established or amended pursuant to this Provision.
- c. By July 29, 2016, the University will submit to OCR all documentation relating to its efforts to fulfill the commitments in Provision 3c, including: the names of all University students at its Miramar campus who the University, during the remainder of the 2015-2016 academic year (that is, through June 20, 2016, including "mini-sessions"), immediately removed or otherwise took action against (e.g., disciplinary action or referral for XXXX) because the student posed a direct threat; an

indication of whether each such student was or was not previously issued an accommodations letter by the University's Disability Services office; and all documentation relating to each such removal or other action.

- d. Within three weeks of the end of the Spring 2017 semester, the University will submit to OCR, for the 2016-2017 academic year (including the Summer 2016 semester and mini-sessions), the information and documentation described in Reporting Requirement c, immediately above.
4. By February 12, 2016, the University will expunge from all of its records its expulsion of the Complainant and all documents referencing to that expulsion or indicating that the Complainant was expelled.

Reporting Requirement:

By February 19, 2016, the University will provide OCR with copies of all records from which this information was expunged.

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 Section 504, at 34 C.F.R. Part 104.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. 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 regulation implementing 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.

By: /S/
Stray University

Date: 1/28/16