

RESOLUTION AGREEMENT
American Institute (Florida)
OCR Complaint No. 04-17-2052

The U.S. Department of Education, Office for Civil Rights (OCR) and American Institute (Institute) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute and shall not be deemed to constitute an admission of liability, non-compliance, or wrongdoing by the Institute. The Institute 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. Section 794, and its implementing regulation at 34 C.F.R. Part 104 which prohibits discrimination on the basis of disability by recipients of Federal financial assistance and Title IX of the Education Amendments of 1972 (Title IX), as amended, 20 U.S.C. §§ 1681 *et seq.*, and its implementing regulation, 34 C.F.R. § 106, which prohibit recipients of Federal financial assistance from the Department from discriminating on the basis of sex in any educational program or activity.

Prior to completion of OCR's investigation, the Institute agreed to resolve the allegations in the above-referenced complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, the Institute agrees to take the following actions.

Counseling Services

1. **Within thirty (30) days of the execution of this Agreement**, the Institute will contact the Complainant in writing (via certified mail, return receipt requested and via electronic mail) to offer at minimum five (5) one-hour counseling sessions to be paid for by the Institute. The Institute will provide the Complainant with a list of at least six (6) different qualified and independent therapists within fifteen miles (15) of Complainant's current home address¹ who are not affiliated with the Institute from which the Complainant will choose. If the Complainant chooses to accept the offer, the Complainant will coordinate the counseling sessions directly with the selected therapist. There shall be instructions and a simple form included with the written offer for the Complainant to return to the Institute indicating whether she chooses to accept the offer. The Institute's counseling offer will expire thirty days (30) days after the date of the Institute's letter and e-mail to the Complainant. The offer should indicate that, if accepted, the counseling shall be concluded within sixty (60) days of the Complainant's acceptance of the offer.

Reporting Requirement: **Within ninety (90) days of the execution of this Agreement**, the Institute will provide OCR a copy of the letter and e-mail to the Complainant along with a copy of the selection form. The Institute will also provide OCR with copies of any communication(s) from the Complainant in response to the Institute's letter offering counseling for the Complainant. If the Complainant accepts the offer of counseling, **within 180 days of the execution of this Agreement**, the Institute will provide OCR with a copy of documentation reflecting that it provided all counseling sessions, as detailed in this Item, without disclosing any confidential information; submission of payment receipts of the counseling sessions may satisfy this requirement.

¹ Institute to confirm with OCR the Complainant's current address prior to contact.

Transcript and Record

2. **Within fifteen (15) days of the execution of this Agreement**, the Institute shall ensure that Complainant's Institute transcript and academic records do not contain any negative information with regard to the reasons for her withdrawal prior to completing the program. The Institute shall remove any record of disciplinary action from the Complainant's transcript and, if applicable, shall update the Complainant's transcript to reflect any transferable credits. The Institute shall send the Complainant a copy of her transcript via email and certified mail, return-receipt.

Reporting Requirement: Within thirty (30) days of the execution of this Agreement, the Institute shall submit to OCR a copy of the Complainant's transcript and written assurance that the Complainant's academic record has been expunged, reflecting the conditions described above in this Item. The report to OCR shall include documentation that the Institute sent the transcript to the Complainant via email and certified mail.

Disability Harassment Training

3. **Within one-hundred and eighty days (180) days of the execution of this Agreement**, the Institute shall train the individual designated with overseeing disability-based harassment complaints and any staff involved in receiving or investigating complaints of disability harassment on behalf of the Institute.
4. The training shall instruct participants on the Institute's Section 504 obligations to address allegations of disability harassment and how to conduct investigations of such harassment claims, including (i) intake of complaints oral or written, (ii) investigation, (iii) interviewing, (iv) making determinations and any interim measures, (v) informing complainants of the process and outcome, and (vi) making any disciplinary decisions. The Institute will provide the training to all new Institute staff, who are involved in the investigation of disability harassment complaints, as part of its new employee orientation within ninety (90) days of his/her start date with the Institute. Annually, thereafter the Institute will incorporate the Disability Harassment training as part of its in-service training for the Institute staff referenced in paragraph 3, above.

Reporting Requirement: Within thirty days (30) days of the Disability Harassment training described in paragraph 3, above, the Institute shall provide documentation to OCR demonstrating that the Institute has conducted training pursuant to this Item. The documentation shall include: (1) the date of the training session; (2) signed and dated sign-in sheets that include the names and job titles of the Institute staff who attended the training; (3) a description of the presenter's background and qualifications; (4) a copy of the agenda and the training materials used; and (5) if applicable, certification that the materials were provided to any staff who were unable to attend the training due to an emergency or other excused absence and identification of name and job title of those absentees.

Title IX Training

5. **Within one-hundred and eighty days (180) days of the execution of this Agreement,** the Institute shall train the Title IX Coordinator and any staff involved in receiving or investigating Title IX complaints. The training shall instruct participants on the Institute’s Title IX obligations and how to conduct investigations, including (i) the intake of complaints either oral or written, (ii) notice to the accused regarding the allegations, (iii) interim measures, (iv) conducting interviews, (v) gathering of evidence and maintaining a record, (vi) the role of law enforcement, (vii) assessing a hostile environment, (viii) making findings and determinations, (ix) determining any disciplinary measures, (x) notice of the outcome to the complainant and the accused, (xi) ensuring a prompt and equitable process, and (xii) confidentiality concerns.

Reporting Requirement: **Within thirty days (30) days of the Title IX training described in paragraph 5, above,** the Institute shall provide documentation to OCR demonstrating that the Institute has conducted training pursuant to this Item. The documentation shall include: (1) the date of the training session; (2) signed and dated sign-in sheets that include the names and job titles of the Institute staff who attended the training ; (3) a description of the presenter’s background and qualifications; (4) a copy of the agenda and the training materials used; and (5) if applicable, certification that the materials were provided to any staff who were unable to attend the training due to an emergency or other excused absence and identification of name and job title of those absentees.

The Institute 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 Institute understands that during the monitoring of this Agreement, if necessary, OCR may visit the Institute, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the Institute has fulfilled the terms of this Agreement and is in compliance with Section 504 and its implementing regulation at 34 C.F.R. §104.4 and Title IX and its implementing regulations at 34 C.F.R. §§106.8 and 106.31. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The Institute 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 Institute written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon signature of the Institute President or an authorized designee below.

President or Designee - Signature

Date

Printed Name and Title