

**RESOLUTION AGREEMENT
NOVA SOUTHEASTERN UNIVERSITY
COMPLAINT #04-22-2327**

Nova Southeastern University (University) agrees to implement the following actions in order to resolve the issues in OCR Complaint #04-22-2327 filed with the U.S. Department of Education, Office for Civil Rights (OCR). The University submits this Resolution Agreement (Agreement) to ensure compliance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104.

ACTION ITEM #1

Policy and Procedure

1. By August 1, 2023, the University will revise its health and safety policy and procedures for identifying, evaluating, and addressing student conduct that endangers the health and safety of the student, others, or the campus. The revised policy and procedures [Policy and Procedures] will include, but not be limited, to:
 - a. A process for conducting a threat assessment, including individualized factors used to determine possible mitigating measures prior to considering removal from any program, service or activity;
 - b. Collection and analysis of data related to threat assessments;
 - c. Criteria and a process for the temporary or permanent removal of students from the University, including removal from campus housing;
 - d. Criteria and a process for readmission to the University.

REPORTING REQUIREMENT: By August 7, 2023, the University will provide a copy of the University's proposed revised Policy and Procedures to OCR for review and approval. Within thirty (30) calendar days of OCR's approval of the proposed Policy and Procedures, the University will adopt and distribute the Policy and Procedures to students, faculty and staff and post the Policy and Procedures in prominent locations on its website. The University will submit documentation to OCR that reflects its distribution and posting of the revised Policy and Procedures within fifteen (15) calendar days after their distribution and publication.

ACTION ITEM #2

Training

1. By October 31, 2023, the University will provide training to all University faculty and staff involved in identifying, evaluating, and addressing student threats, potential threats, or safety concerns. The training shall include, but is not limited to:

- a. The University's Policy and Procedures referenced in Item #1, including:
 - i. how to identify and evaluate potential threats that are substantial and imminent and cannot be reduced or eliminated with mitigating measures;
 - ii. intervention strategies and mitigating measures; and,
 - iii. adhering to notification and due process provisions of the Policy.

REPORTING REQUIREMENT: By November 30, 2023, the University will provide documentation to OCR that it has provided the training required by this item. The documentation shall include 1) the background and qualifications of the presenter(s)/trainer(s); (2) a copy of the transcript(s)/materials used for the training; (3) dated sign-in sheets that include the participants' names and titles that completed the training; and (4) the University's plans to provide the training to University faculty and staff who were unable to attend the training

ACTION ITEM #3

Record-keeping

For one (1) year following the University's adoption and implementation of the revised Policy and Procedures referenced in Item 1, the University will maintain records of all threat assessments conducted pursuant to the revised Policy and Procedures. The University's records will include the following: (i) name of the student; (ii) reasons for referral to the behavioral team; (iii) all documents relied on in making the threat assessment; (iv) a list of the individuals on the behavioral team and their credentials; (v) all mitigating measures considered to reduce or eliminate the threat; and, (vi) the outcome of the assessment and communications with the student.

REPORTING REQUIREMENT: December 1, 2024, the University will provide OCR with the records created and maintained consistent with Item # 3 of this Agreement.

ACTION ITEM #4

Individual Remedy

Within thirty (30) calendar days of the execution of this Agreement, the University will contact the Complainant and offer to reimburse the Complainant for the cost of off-campus housing following the Complainant's submission of documentation that reflects the specific dates and amounts paid for off-campus housing during the time frame at issue in this complaint.

REPORTING REQUIREMENT: Within thirty (30) calendar days of the Complainant's submission of documentation that reflects the specific dates and amounts paid for off-campus housing, the University will submit documentation to OCR that reflects that the University reimbursed the Student for the off-campus housing. The documentation will include a copy of the check or electronic transfer issued to the Complainant, including a dated copy of the transmittal letter or email.

By signing the Agreement, the University agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. During the monitoring of the 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 the Agreement.

The University understands that OCR will not close the monitoring of the Agreement until such time as OCR determines that the University is in compliance with the terms of the Agreement and the statute(s) and regulation(s) at issue in the case.

The University understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms of the Agreement and the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective upon the signature(s) of the representative for the University. For Nova Southeastern University:

_____/s/_____
President or Designee

_____**5-23-23**_____
Date