

**Resolution Agreement  
University of South Florida  
OCR Docket #04-18-2179**

The U.S. Department of Education, Office for Civil Rights (OCR) and the University of South Florida (University) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University. The University 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. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

**Section I: Student-Focused Remedies**

1. By **December 1, 2018**, the University will conduct a fair, impartial investigation of discrimination allegations raised in the instant Complainant. Specifically, the USF Office of Diversity, Inclusion and Equal Opportunity (DIEO) will conduct the investigations into the allegations as received by OCR:
  - a. whether, during the spring semester of 2018, the Complainant's Professor for the XXXXX class: i) singled him out for questions about class materials when no one else answered; ii) questioned the Complainant regarding his disabilities in class, asking things such as: "How do you know you're XXXX?;" "You don't seem XXXX to me?;" and "How does your disability entitle you to a service animal?;" iii) suggested the class watch a video on someone who deserves a service animal; and iv) on XXXXXXXX, 2018, in reference to the Complainant's service animal, discussed his family member's mauling by a pit bull, put pictures of the injuries on the overhead projector in class, and made statements such as "I hope your dog is trained;" and if so, whether this constituted harassment and a hostile environment based on disability and/or retaliation;
  - b. whether there were corrected or changed test/quiz grades for his XXXXX class that the Complainant did not receive before he withdrew, and if so, whether this constituted discrimination based on disability, different treatment than similarly situated classmates based on disability, and/or retaliation;
  - c. whether the Complainant was denied incomplete grades for any courses during the spring semester of 2018 and given failing grades; and if so, whether this constituted a denial of disability accommodations, disability discrimination or harassment, and/or retaliation; and
  - d. whether the Dean discouraged him from or recommended against filing an internal University discrimination complaint or grievance regarding the alleged disability harassment in the spring of 2018, and if so, whether this constituted retaliation.

If the University determines that there was harassment and a hostile environment based on disability, the University will take prompt, appropriate remedial action to end any harassment and prevent its recurrence. If the University determines that different treatment, disability discrimination or harassment, and/or retaliation occurred, the University will take appropriate actions to remedy such discrimination and/or retaliation as applicable, including but not limited to changing any failing grades received by the Complainant for the spring semester to incomplete.

**REPORTING REQUIREMENT: By January 30, 2019**, the University will submit to OCR for its review and approval a copy of all documents related to its investigation detailed in Item #1 above, including copies of any evidence considered, any witness statements, any memos, notes, investigative findings, the resolution or conclusions it reached in the investigation, the rationale behind its conclusions, written letters of the determinations issued to the parties, and documentation regarding any actions taken to remedy and prevent any found harassment and hostile environment, discrimination, and/or retaliation. The University will specifically provide to OCR the results of its investigation as to why the Complainant was issued any failing grades during the spring 2018 semester; will state whether those grades were subsequently changed from failing to incomplete; and if any failing grades were not changed from failing to incomplete, will provide an explanation.

## **Section II: Training**

2. By **January 15, 2019**, the University will require currently active faculty and administrators of its USFSP College of XXXXXXXXXXXX, including the Professor and Dean at issue, regarding the University's nondiscrimination obligations to individuals with disabilities pursuant to Section 504 and Title II. The training shall at a minimum provide instruction on the Section 504 requirements as they relate to disability discrimination and different treatment based on disability, disability harassment and obligations to respond to allegations of disability harassment, appropriate inquiries regarding service animals, implementation of accommodations, and the prohibition against retaliation. The University will submit a description to OCR for review. USFSP has already scheduled training as a first step at meeting this requirement (information attached). If necessary, USF will reach out to OCR to work in good faith to identify additional training.

**REPORTING REQUIREMENT: By January 30, 2019, or within fifteen days of completion of the training described under Item 2 above**, the University shall provide to OCR information about the training(s) conducted, including (1) copies of the signed and dated sign-in sheets of individuals who attended the training, including their names and position titles. (2) the background and qualifications of the presenters/trainers; and (3) a copy of the transcript(s)/materials used for the training;

The University understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements. Further, the University understands that 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. Upon the University's satisfaction of the commitments made under the Agreement, OCR will close the case.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the 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.

This Resolution Agreement will become effective immediately upon signature of the University's President or designee below.

XXXXXXXXXX  
USFSP  
XXXXXXXXXX  
XXXXXX

9/6/18  
Date