

**Agreement to Resolve
Complaint No. 09-13-2121
University of Southern California**

Without admitting to any violation of law, the University of Southern California (University) voluntarily agrees to the terms of this Agreement and agrees to comply fully with its provisions. In consideration for the commitments made herein by the University, the U.S. Department of Education, Office for Civil Rights (OCR), agrees to refrain from further pursuing the investigation of this complaint, and therefore has not determined that the University has violated any of the laws that OCR enforces with respect to the allegations raised under this case number. This commitment does not relieve the University from fulfilling its other obligations under Section 504 of the Rehabilitation Act of 1973, and its implementing regulation, or resolve any other individual or class complaint against the University under Section 504.

I. DEVELOPMENT AND REVISIONS OF POLICIES

A. Designated Compliance Coordinator.

- i. The University has an individual to serve in an interim role to coordinate its efforts to comply with and carry out its responsibilities under Section 504, and will appoint a qualified individual into the role of Section 504 Coordinator. The University will, provide OCR with a description of that individual's qualifications, experience and/or training to fulfill the role.
- ii. The University has provided, and will continue to provide, notice to all students, applicants for admission, and employees of the name, title, office address, and telephone number of the individual designated as its Section 504 coordinator, and will also include a detailed description of the coordinator's responsibilities. Notice will be included in the student handbook (SCampus), appropriate university websites, and the faculty and staff web gateways.

Reporting Requirement

- iii. Within 45 days of the date of this Agreement, the University will provide OCR with documentation of the designation and qualifications of the permanent Section 504 Coordinator as described in item I.A.i.
- iv. Within 30 days of the appointment of the permanent Section 504 Coordinator, the University will provide OCR with documentation of the notice that it provides regarding the identity of the Section 504 Coordinator and other information has been published and posted as described in item I.A.ii.

B. Threat Assessment/Behavior Intervention Protocol.

- i. The University currently has a threat assessment protocol in place. The University will develop a written threat assessment/behavior intervention protocol that provides for a threat assessment inquiry process and a threat assessment investigation process. The protocol will contain components for reporting, identifying, assessing and responding to threats and potentially violent behavior, as described below. In developing the protocol, the University will incorporate the expertise and information obtained in consultation with national experts and other sources of guidance in the area of threat assessment and behavior intervention in the post-secondary educational environment.
- ii. The University has a standing multi-disciplinary threat assessment and behavior intervention team responsible for implementation and oversight of the protocol. The team includes counselors, mental health professionals, campus law enforcement, and mental health disability specialists. The team is chaired by an executive director and may also include an ad hoc member who is an individual most familiar or knowledgeable about the individual subject to the assessment.
- iii. The written protocol will include steps for communicating perceived threat to the team, identifying potentially violent behaviors, developing strategies to neutralize an identified threat, and designing a response that addresses the specific needs of the individuals involved. At a minimum, the written protocol will include provisions that address:
 - (a) The purpose and scope of the protocol.
 - (b) An explanation of the threat assessment process, including information explaining when law enforcement may be contacted.
 - (c) The role of the threat assessment team vis a vis the role of law enforcement.
 - (d) Encouraging individuals to report concerning behaviors.
 - (e) The kinds of information that should be brought forward such as: threats of violence; weapon-seeking and weapon-using behavior; homicidal and suicidal behaviors; or, behaviors suggesting that an individual is contemplating an attack.
 - (f) The name and/or title and contact information of the member of the threat assessment team who will be the first point of contact for information regarding possible concerning behaviors, and how the University community will be notified of that individual's identity and contact information. The individual reporting concerning behavior to the appropriate individual or office will receive confirmation that their concerns will be reviewed, and will be provided an avenue for reporting any additional concerning behaviors.

- (g) The identity of the University offices responsible for determining that a threat assessment inquiry or investigation should be pursued by the threat assessment team (item I.B.iii.c).
- (h) An explanation of the University's discretion to initiate its threat assessment process, and an explanation that all criminal threats or reports of violent criminal misconduct is automatically shared with local law enforcement.
- (i) The description of the types of information that may be gathered during the assessment.
- (j) The appropriate members of the threat assessment team will gather as necessary and analyze the information obtained during the assessment.
- (k) Judgments about whether a valid threat exists will be based upon analysis of behaviorally relevant facts, not on stereotypes, generalizations, typecasts, or assumptions about an individual, group of individuals, types of disabilities, or their characteristics and traits.
- (l) A statement regarding the confidentiality of information gathered as part of the threat assessment process, and any exceptions to confidentiality.
- (m) Threatening words should receive prompt attention and be dealt with accordingly, and may be the basis for a further threat assessment inquiry. In the University's sole discretion, it will determine whether those words, alone, are sufficient to trigger a broader threat assessment process. The protocol will further note that conduct that has already occurred, including threatening words or criminal threats, may also be subject to the University's disciplinary process, as well as the threat assessment process.
- (n) A non-discriminatory, objective and multi-disciplinary rubric for collecting and evaluating information and determining how serious the situation and perceived threat might be.
- (o) The University's record keeping, information sharing, and confidentiality and privacy policies for maintaining a case file.
- (p) Referrals to available counseling and support services to students and the school community impacted by a perceived or real threat.
- (q) The penalties or consequences for an individual's refusal or failure to participate in a threat assessment including whether he or she will be subject to the student disciplinary process for such refusal or failure.
- (r) In cases in which the University determines that the individual poses a threat to the University community, the University will evaluate the circumstances of the matter and determine if the individual subjected to the assessment

would benefit from assistance, counseling, support, or other services in order to mitigate or lessen the threat. In matters in which the individual was the subject of knowingly and demonstrably false allegations, the University will consider a proper course of action to address the individual(s) making the knowingly and demonstrably false allegations including through disciplinary channels if necessary.

- iv. The University will increase outreach programs to teach students, faculty members, residence hall advisers and university staff members how the threat assessment and behavior intervention team works, what type of behaviors are considered red flags, and how to report information.
- v. The University will continue to provide adequate training to the individuals designated to comprise the assessment team. Training may be provided by both internal and external experts in post-secondary threat assessment practices, and may include practical exercises.

Reporting Requirement

- vi. The University has provided OCR with documentation identifying the expert consultants and other sources of guidance it has used in developing its threat assessment protocol as described in item I.B.i. Within 45 days of the date of this Agreement, the University will update OCR regarding its sources of guidance, and will continue to update OCR during its monitoring of this Agreement.
- vii. By August 29, 2014, the University will provide OCR with a list of the name, title, and Department affiliation of the individuals identified on the University's standing multi-disciplinary threat assessment and behavior intervention team described in I.B.ii.
- viii. By February 11, 2015, the University will provide OCR with a draft of its proposed written threat assessment protocol. The draft will address and include each of the elements contained in items I.B.iii, including identification of the individuals who will chair and constitute the threat assessment/behavior intervention team. The University will work collaboratively with OCR to revise the draft to resolve any comments, questions and concerns raised by OCR. The University has this protocol in place, but will commit the protocol to written form within 30 days after receiving approval from OCR.
- ix. Within 45 days of the written publication of the threat assessment protocol, the University will provide OCR with a description of the annual outreach programs described in item I.B.iv including a proposed schedule for delivery of the programs. By May 29, 2015, the University will provide OCR with documentation showing that the initial sessions of the outreach programs have been delivered.

- x. By February 11, 2015, the University will provide to OCR with a description of the training program that was provided to members of the threat assessment team as required in items I.B.v, including the name and qualifications of the individual who provided the training. By May 29, 2015, the University will provide OCR with verification that the training of its assessment team has concluded. Verification will include a list of attendees, the date(s) of the training, and a copy of any materials used at the training.

C. Disability Services Program and Grievance Procedures.

- i. The University's Disability Services & Programs will revise its grievance procedure with respect to complaints about the adequacy or implementation of a student's accommodation plan. The revised procedure will include a description of the types of complaints and concerns that may be raised under the procedure, how and where students may file a complaint, and the process that will be followed in resolving the complaint. The procedure will include the individuals who will be responsible for each stage of the process, time frames for each stage of the process, the rights of the student during the process, the documentation that must be submitted by the student, if any, written notice to the student of the outcome of the process, and the method of appeal, if any. The process will be designed to ensure that the individual(s) responsible for decision making have appropriate knowledge, training and expertise regarding the student's disability, its functional limitations, the documentation and other information necessary to reach a decision, and the range of accommodations that will be considered.

Reporting Requirement

- ii. Within 45 days of the date of this Agreement, the University will submit to OCR, for its review and approval, its revised procedures required under item I.C.i. If OCR chooses to provide comments on the University's proposed revisions, the University and OCR will work together in good faith to identify the appropriate procedure.
- iii. Within thirty (30) days of concluding the above-described process, the University will formally adopt and implement the revisions.
- iv. Within fifteen (15) days of formally adopting and implementing the revisions above, the University will provide to OCR verification of the adoption and implementation of the procedure.
- v. Within fifteen (15) days of adopting and implementing the above procedure, the University will disseminate the procedure to its student body, faculty, and staff. Dissemination may be done by U.S. mail, electronic mail (e-mail), or by inclusion in general publications of mass distribution that are intended to and do reach the student body, faculty, and staff. At the time of dissemination, the University will include a

notice that advises which items are new or revised and a general explanation of the purpose(s) for the items. The items and notice will also be posted on the University's website and at all locations at which other such generally applicable documents are posted in order to be seen by the public, students, or staff. They will remain posted for a period of no less than one year.

II. DESIGNATION OF SATELLITE DISABLED STUDENT SERVICES REPRESENTATIVE

- A. The University has at least one designated and trained individual assigned to its satellite and virtual campuses who provides guidance to students on accessing the University's disability and mental health services.
- B. The University will provide notice to all students enrolled in its satellite and virtual campuses of the identity of and contact information for the individuals available to provide assistance with accessing the University's disability and mental health services. Notice will be provided on the University website, the web pages for all satellite and virtual programs, and relevant major publications

REPORTING REQUIREMENT

- i. Within 45 days of the date of this Agreement, the University will provide OCR with written confirmation of the designation of the individuals selected pursuant to item II.A above, describe their training or experience qualifying the individual to hold the designation, and a description of how students, applicants for admission, and employees will receive notice of the name, title, office address, and telephone number of the individual.
- ii. Within 45 days of the date of this Agreement, the University will provide OCR with documentation and web links demonstrating that notice has been provided to students as required by item II.B.

IV. MONITORING

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 Section 504 and its implementing regulations.

The University understands that by signing this Agreement, it agrees to provide 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 and is in compliance with the regulations implementing

Section 504 at 34 C.F.R. §§ 104.4, 104.7, and 104.43 & 104.44 which were at issue in this matter.

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/_____
Todd R. Dickey
Senior Vice President,
Administration

Date: 08/14/2014