

Voluntary Resolution Agreement
Pennsylvania State University – Harrisburg Campus
OCR # 03202012

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and the Pennsylvania State University (the University) enter into this Agreement to resolve the above-referenced complaint. 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) and Title II of the Americans with Disabilities Act of 1990 (the ADA) and their implementing regulations, at 34 C.F.R Part 104 and 28 C.F.R. Part 35, which prohibit discrimination based on disability by recipients of Federal financial assistance and public entities, and specifically, the following provisions of the Section 504 and Title II regulations which were at issue in this complaint: 34 C.F.R. § 104.4(a)(b); 34 C.F.R. § 104.43(a); 34 C.F.R. § 104.44(a)(d); 28 C.F.R. § 35.130(a)(b) and 28 C.F.R § 35.130(b)(7).

Prior to the completion of OCR's investigation, the University agreed to resolve this complaint pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve this allegation, the University agrees to take the following actions.

In entering into this Agreement, OCR acknowledges that it has not made a finding that the University failed to adhere to, abide by, or in any other way failed to observe the statutes and/or regulations that OCR enforces. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the University.

Action Steps

1. The University will review and revise, if necessary, its Harrisburg Campus Math Department "General Calculator Policy Principles," (the Policy) to ensure that it provides for an individualized professional determination on the basis of an assessment by professionals familiar with a student's disabling condition and the requirements of the program and document the basis for any decisions that the use of calculator would fundamentally alter the nature of the program.

Reporting Requirement: Within 120 days of signing this Agreement, the University will submit its Policy for OCR's review and approval, as revised in accordance with Action Step 1 of this Agreement.

2. Following OCR's review and approval of its revised Policy in accordance with Action Step 1 above, the University's Harrisburg Campus will adopt and implement the Policy by distributing copies of the revised Policy to all personnel in the Student Disability Resources Office, members of its Documentation Review Board and all administrators and instructors in its Math Department.

Reporting Requirement: Within 60 days of receiving notice of OCR's approval of the revised Policy, the University will provide OCR with documentation demonstrating that it has been implemented by showing proof that it has been distributed along with a list of individuals who received the revised Policy, in accordance with Action Step 2 above.

3. Within 15 days of signing this Agreement, the University will send the Complainant a letter, offering her the opportunity to retake the Math XX course, at no cost to her and specifically advising her that it is waiving the course tuition and all other fees (books, etc.) for retaking the Math XX course. This letter will also advise the Complainant that if she earns a higher grade upon her retake of Math XX, she will have the option of petitioning the University Faculty Senate, anytime prior to graduating, to retroactively withdraw from the Math XX course she completed in Fall 2019. This letter will also inform the Complainant that she may request academic adjustments and/or modifications to the academic requirements for Math XX prior to reenrolling in this course, following the University's process for such requests.

If the Complainant renews her request for the use of a calculator on exams and quizzes as an academic adjustment for Math XX, Penn State Harrisburg's Student DisAbility Resources Office and Document Review Board, in consultation with Penn State Harrisburg's Math Department, will consider the Complainant's documentation in support of this request and will engage in an individualized process with the Complainant in making a determination on her request. If it is determined after conducting this review that the use of a calculator on tests and quizzes in Math XX would constitute a fundamental alteration of an essential academic requirement for the course and it denies her request for the use of a calculator on this basis, Penn State Harrisburg personnel will carefully consider whether there are any other appropriate alternatives to the requested academic adjustment which are available for the Complainant.

Reporting Requirement: Within 30 days of signing this Agreement, the University will submit a copy of the letter it sent to the Complainant in accordance with Action Step 3 of this Agreement, along with proof of its delivery. If the Complainant requests academic adjustments for the retake of the Math XX course, the University will provide the following documentation to OCR within 30 days after receiving this request: any and all documentation related to the Complainant's requests for the provision of academic adjustments for the retake of the Math XX course showing the process that was followed, including any meeting(s) that were held to discuss the Complainant's academic adjustments for the retake of the Math XX course, any determinations that were made regarding such requests and the reasons for these determinations, and the

notification provided to the Complainant regarding her approved academic adjustment(s) for the retake of the Math XX course. The University will also provide OCR with documentation showing that the Complainant has been enrolled in this course with the provision of her approved academic adjustments, as applicable.

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 and obligations of this Agreement. Upon the University's satisfaction of the commitments made under this Agreement, OCR will close the complaint.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the University written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/

12/2/2020

President or Designee

Date

Joseph J. Doncsecz
Associate Vice President for Finance
& Corporate Controller