

**RESOLUTION AGREEMENT**  
**Florida Polytechnic University**  
**(Florida)**  
**OCR Complaint # 04-19-2022**

The U.S. Department of Education, Office for Civil Rights (OCR) and Florida Polytechnic University (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), 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104, which prohibits discrimination on the basis of disability by recipients of Federal financial assistance; and, Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131 *et seq.*, and its implementing regulation, 28 C.F.R. Part 35, which prohibits discrimination on the basis of disability by public entities.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual (CPM). Accordingly, to resolve the issues of this investigation, the University voluntarily agrees to take the following actions:

**Action Items:**

1. Within thirty (30) days of the signing of this Agreement, the University will send a letter to the Student at issue in Complaint # 04-19-2022, via certified mail, inviting him to participate in an interactive process with the University's Office of Disability Services (ODS) to determine whether the academic adjustments that the University provided for the Student's Calculus and Physics exams in September 2018, were of adequate quality and effectiveness, in compliance with 34 C.F.R. § 104.44. The University will provide the Complainant up to thirty (30) days to respond to its invitation.

**Reporting Requirement:**

By May 1, 2019, the University will provide to OCR documentation demonstrating its compliance with the above action item.

2. If the Student accepts the University's offer described in Action Item # 1, above, the University will notify the Student via certified mail, of its determination within sixty (60) days following the conclusion of the ODS' interactive process – or no later than August 30, 2019.
3. If the University determines that it did not provide the Student with academic adjustments that complied with 34 C.F.R. § 104.44 for either or both of the Student's September 2018 Calculus and Physics exams, the University will offer the Complainant an opportunity to retake, as appropriate, the Calculus and/or Physics assessments, dated September 13, 2018 and September 21, 2018, respectively.

- 4. If the Complainant accepts the opportunity to retake either assessment, the University will provide the Student the appropriate academic adjustments, as set forth in the University’s determination referenced in Item 2. The University will allow the Student to retake the Physics and/or Calculus exams, without cost to the Student; the University will re-calculate the Student’s final grade(s) for the Student’s fall 2018 Calculus and Physics courses to reflect the updated exam result(s) and will update the Complainant’s transcript to reflect the revised Calculus and/or Physics grade(s) for the fall 2018 semester.

**Reporting Requirement:**

By September 1, 2019, the University will provide to OCR documentation demonstrating its compliance with Action Items 2-4.

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 Section 504 implementing regulation at 34 C.F.R. § 104.33(a) and (b)(1), and the Title II implementing regulation at 28 C.F.R. § 35.130(a). Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

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 sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of the University’s representative below.

XXXXXXXX  
\_\_\_\_\_  
President or Designee  
Florida Polytechnic University

3/8/19  
Date

XXXXXXXXXXXXXXXXXX  
Printed Name & Title