



UNITED STATES DEPARTMENT OF EDUCATION  
OFFICE FOR CIVIL RIGHTS, REGION I  
5 POST OFFICE SQUARE, 8<sup>th</sup> FLOOR  
BOSTON, MASSACHUSETTS 02109-3921

February 12, 2018

Joseph E. Aoun  
President  
Northeastern University  
president@neu.edu

Re: Complaint No. 01-16-2143  
Northeastern University

Dear President Aoun:

This letter is to advise you of the outcome of the complaint that the U.S. Department of Education (Department), Office for Civil Rights (OCR) received against Northeastern University (the University). The Complainant alleged that the University discriminated against him on the basis of disability. Specifically, the Complainant alleged that the University failed to provide him with necessary academic adjustments<sup>1</sup> during the 2016-2017 academic year, including extended time to complete assignments and access to text-to-speech software that functioned with his electronic books (e-books). As explained further below, before OCR completed its investigation, the University expressed a willingness to resolve the complaint by taking the steps set out in the enclosed Resolution Agreement (Agreement). The following is a discussion of the relevant legal standards and information obtained by OCR during the investigation that informed the development of the Agreement

OCR enforces Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability in programs and activities that receive Federal financial assistance from the Department. The University is a recipient of Federal financial assistance from the Department.

### **Legal Standards**

The Section 504 regulation, at 34 C.F.R. § 104.43(a), provides that a qualified person with a disability may not be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any postsecondary aids, benefits, or services on the basis of disability. The regulation at § 104.44(a) requires a university to modify its academic requirements as necessary to ensure that such requirements do not discriminate or have the effect of discriminating on the basis of disability against a qualified student with a disability. The

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<sup>1</sup> The University and the Complainant frequently refer to academic adjustments and auxiliary aids as “accommodations.” The Section 504 regulation addressing post-secondary education refers to “academic adjustments and auxiliary aids.” When the term “accommodations” is used in this document, it refers to academic adjustments and auxiliary aids as those terms are used in 34 C.F.R. § 104.44.

regulation at § 104.44(d) requires a university to ensure that no qualified individual with a disability is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because of the absence of educational auxiliary aids for students with impaired sensory, manual, or speaking skills.

Universities may establish reasonable requirements and procedures for students to provide documentation of their disability and request academic adjustments and auxiliary aids and services. Students are responsible for obtaining disability documentation and for knowing and following the procedures established by university. Once the student has provided adequate notice and documentation of his/her disability and the need for modifications due to the disability, the university must provide the student with appropriate academic adjustments and auxiliary aids and services that are necessary to afford the student an equal opportunity to participate in a school's program. However, the university is not required to make adjustments or provide aids or services that would result in a fundamental alteration of the university's program or impose an undue burden.

### **Preliminary Investigation**

#### *The Complainant's Requests for Academic Adjustments*

On July XX, 2016, the Complainant began the process of requesting additional academic adjustments from the University for the 2016-2017 academic year. The University requested further information from the Complainant supporting his request, including on August XX and XX, 2016. OCR determined that once the University's Disability Resource Center (DRC) received adequate information from the Complainant, the University promptly determined in August 2016 that the Complainant was eligible for additional accommodations. Specifically, the DRC determined that the Student would continue receiving the extended time on exams and quizzes that he received the prior academic year, and also: alternative format materials in "e-text" (without specifying compatibility with any particular text-to-speech program); up to double the class approved absences for the semester for disability-related absences; and disability-related extensions of one to three days. The University revised the Complainant's Student Services Agreement accordingly, and the Complainant signed his updated Student Services Agreement on September XX, 2016. As a result, OCR found insufficient evidence to indicate that the University failed to revise the Complainant's Student Services Agreement to provide for necessary academic adjustments during the 2016-2017 academic year.

OCR then sought to determine how the University implemented the provisions in the Complainant's Student Services Agreement during the 2016-2017 academic year related to (1) alternative format materials in e-text; and (2) disability-related extensions and extended time on exams and quizzes.

#### *Alternative Format Materials in E-Text*

The Complainant alleged to OCR that the University did not provide him with text-to-speech software that functioned with his e-books, which he accessed through the Yuzu e-learning

platform<sup>2</sup> offered by the University’s bookstore. The Complainant’s Student Services Agreement does not state that the University will provide alternative format materials that function with Yuzu, but rather that the University will provide “Alternative Format Materials: E-text.” OCR determined that in August 2016, the DRC Specialist requested additional information from the Complainant about Yuzu to determine if one of the University’s other text-to-speech support programs was compatible with his e-books. However, OCR found no evidence that the Complainant provided his DRC Specialist any further information about Yuzu, or the compatibility of his e-books with other specific text-to-speech program(s). As a result, OCR determined that the evidence does not indicate that the University was obligated to provide the Complainant with alternative format materials that were specifically compatible with Yuzu.<sup>3</sup>

The Student Services Agreement explains students’ responsibilities with respect to alternative format materials. Specifically, students are required to: (1) “Obtain a list of course books needed”; (2) “Register and search for books at [www.learningally.org](http://www.learningally.org) and/or [www.bookshare.org](http://www.bookshare.org)”; (3) If the student’s books are not available on those websites or if the student does not have the software to download books on CD, the student must go to the DRC’s website, click on “Forms,” and complete and submit the “Alternative Format Materials Request” form to the DRC; and (4) Check in with a specific DRC Specialist who handles such requests. The DRC Specialist explained to OCR that once the DRC receives a student’s list of books, either by email or through the Alternative Format Materials Request form, the DRC Specialist looks to the University’s resources to see if the books are already available in alternative format. If the books are not readily available through the University’s resources, the DRC Specialist asks the student to bring in or mail a physical copy of the text so that the DRC can scan the pages and send accessible PDFs back to the student.

In fall 2016, the Complainant emailed his DRC Specialist the list of required and recommended texts for his courses on September XX, 2016. This list included XX texts that the Complainant’s professors noted could be downloaded for free XXXXXXXX, XX case study that could be downloaded as a PDF, and XX textbooks. The documentation provided by the University to date indicates that the DRC Specialist sent one textbook to the Complainant in an alternative format in September 2016. The University represented that the DRC Specialist “informed the Complainant that some of the books he requested were not available through the University, but the University could still provide them in the requested alternative format if the Complainant could send hard copies for the University to PDF.” In spring 2017, the Complainant emailed his DRC Specialist information about XX texts he needed for his courses on February XX, 2017. In response, the DRC Specialist explained that he put in a request for one of textbooks, but that the Complainant would have to ship the second textbook to the DRC so that the DRC could scan it into a PDF. At this point in the investigation, OCR has not confirmed whether the Complainant

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<sup>2</sup> The Complainant’s correspondence with the University and OCR repeatedly refers to “XXXX” e-books. OCR’s review of the digital content offered by the University’s bookstore suggests that the Complainant is referring to the Yuzu e-learning platform offered by Barnes & Noble, available at <https://www.yuzu.com/>. For clarity, OCR refers to this platform as “Yuzu.”

<sup>3</sup> OCR notes that Yuzu’s website, available at: <https://www.yuzu.com/>, explains that Yuzu “[s]upports assistive technologies for accessibility by vision and hearing impaired users.” To confirm this representation, OCR spoke with a customer support representative at Yuzu who explained that the text-to-speech feature Yuzu provides is available through the Yuzu application (which can be downloaded onto a student’s phone or tablet), but it is not available on the online, web version of Yuzu.

submitted hard copies of his texts to the DRC in October 2016 or in February 2017 for the University to convert to PDF or whether the Complainant subsequently received those texts in an alternative format.

Based on this information, the evidence obtained to date indicates that the University potentially did not sufficiently respond to the Complainant's September 2016 and February 2017 requests for alternative format materials. Specifically, the Complainant emailed the DRC Specialist his course syllabus and the titles of specific textbooks, but he was not required to fill out the Alternative Format Materials Request form, as required by the Student Services Agreement form.<sup>4</sup> As a result, it appears that the University may not have had a method for tracking whether the Complainant's requests for alternative format materials were fulfilled for the eleven texts he requested in September 2016 and the two texts he requested in February 2017. To make a compliance determination, OCR would need to conduct a follow-up interview with the DRC Specialist and obtain any other relevant documentation.

#### *Disability-Related Extensions & Extended Time on Exams and Quizzes*

The Complainant alleged to OCR that he was not provided extended time on his assignments. OCR determined that the Complainant's Student Services Agreement provides for disability-related extensions of one to three days and time and a half on exams and quizzes.

At this point in the investigation, the evidence obtained by OCR is not sufficient to establish whether or not the Complainant was denied any disability-related extensions or extended time on his exams and quizzes during the 2016-2017 academic year. OCR found that on January XX, 2017, one of the Complainant's professors (Professor) emailed the Complainant and explained that he would provide extensions for individual and discussion board assignments, but extensions for team assignments "will only be available when it is an absolute emergency." The Professor further noted that if the Complainant had concerns about completing a team assignment on time, he should contact his DRC Specialist.<sup>5</sup> The Professor informed OCR that he did not recall whether the Complainant had requested extensions for any team assignments, but that the Complainant had submitted individual assignments late, and his late work was accepted in accordance with the extended time academic adjustment.

Based on the above, OCR has not yet reached a determination as to whether the Professor appropriately implement the provisions regarding disability-related extensions in the

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<sup>4</sup> OCR notes a conflict between the process outlined in the DRC's "Administrative Policies and Procedures Manual" (Manual) for requesting alternative format materials and the process outlined in the Student Services Agreement and the DRC's website. Specifically, the Manual explains that after compiling a list of course books, the student should contact the DRC and submit a list of needed books; whereas the Student Services Agreement and the DRC's website explain that after compiling a list of books, the Student should fill out the Alternative Format Materials Request form for each text the student is requesting and submit that form to the DRC. As a result, it is unclear whether a student needs to fill out an Alternative Format Materials Request form or whether an email to the DRC Specialist is sufficient.

<sup>5</sup> OCR determined that on February XX, 2017, the Complainant stated in an email to his DRC Specialist that the Professor "will not accommodate me an extension." Based on the evidence obtained to date, it is unclear whether the Professor had denied a specific request by the Complainant for an extension, or whether the Complainant was expressing concerns with the Professor's statements in his January XX, 2017 email.

Complainant's Student Service Agreement, where the Student Services Agreement does not indicate that this academic adjustment was limited to team assignments only in an emergency, in addition to individual assignments. To make a compliance determination on this allegation, OCR would need to conduct interviews with the Complainant's professors during the 2016-2017 academic year to determine if the Complainant requested and received disability-related extensions on assignments, including team or group assignments, and extended time on exams and quizzes.

### **Conclusion**

Prior to the conclusion of OCR's investigation and pursuant to Section 302 of OCR's *Case Processing Manual*, the University expressed an interest in resolving this complaint. Subsequent discussions between OCR and the University resulted in the University signing the enclosed Agreement which, when fully implemented, will resolve the issues raised in this complaint. The terms of the Agreement are aligned with the complaint allegations and are consistent with the applicable laws and regulations. OCR will monitor the University's implementation of the Agreement and continue to do so until it has determined that the University has complied with the terms of the Agreement. Failure to implement the Agreement could result in OCR reopening the complaint.

This concludes OCR's investigation of the complaint. This letter should not be interpreted to address the University's compliance with any other regulatory provision or to address any issues other than those addressed in this letter. This letter sets forth OCR's determination in an individual OCR case. This letter is not a formal statement of OCR policy and should not be relied upon, cited, or construed as such. OCR's formal policy statements are approved by a duly authorized OCR official and made available to the public. The Complainant may have the right to file a private suit in federal court whether or not OCR finds a violation.

Please be advised that the University must not harass, coerce, intimidate, discriminate, or otherwise retaliate against an individual because that individual asserts a right or privilege under a law enforced by OCR or files a complaint, testifies, assists, or participates in a proceeding under a law enforced by OCR. If this happens, the individual may file a retaliation complaint with OCR.

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon request. If OCR receives such a request, we will seek to protect personally identifiable information that could reasonably be expected to constitute an unwarranted invasion of personal privacy if released, to the extent provided by law.

If you have any questions, you may contact Civil Rights Attorney Amy Fabiano at (617) 289-0007 or by e-mail at [Amy.Fabiano@ed.gov](mailto:Amy.Fabiano@ed.gov).

Sincerely,

Emma Kim  
Acting Compliance Team Leader

Enclosure

cc: Phil Catanzano, [Phil.Catanzano@hklaw.com](mailto:Phil.Catanzano@hklaw.com)