

Resolution Agreement
Framingham State University (Massachusetts)
OCR Docket No. 01-21-2153

To resolve the above-referenced complaint brought under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II), the Office for Civil Rights (OCR) of the United States Department of Education (the Department) and Framingham State University (“the University”) enter into the following Agreement. The parties to this Agreement acknowledge that it is entered into voluntarily, and that it does not constitute an admission of liability, non-compliance, or wrongdoing by the University.

1. **Remedies for the Complainant:** By **November 15, 2021**, the University will make a written offer to the Complainant to allow her to retake, or audit, at her discretion, XXXXXXXXXXXXXXXXXXXXXXXXXXXX Statistics (the Course), or a similar course that would fulfill the same prerequisite requirement(s) as the Course for the Complainant’s academic progression at the University, without cost, with all approved academic adjustments and auxiliary aids/services, including any academic adjustments and auxiliary aids/services identified in the University’s policies, procedures, or practices identified in Item 2, below. The offer will specify that the Complainant has thirty (30) days to respond, and it will specify when the Complainant can avail herself of the Course or the similar course (e.g., the spring 2022 semester, or fall 2022 semester). If the Complainant elects to retake the Course or a similar course, the University will replace her grade on her transcript for the Course with whatever grade the Complainant earns upon retaking the Course or a similar course. If the Complainant elects to audit the Course or a similar course, the grade she received for the Course during the spring 2021 academic semester will remain on her transcript.
 - a. By **December 31, 2021**, the University will submit to OCR a copy of its written offer to the Complainant made consistent with Item 1, and the Complainant’s response.
 - b. If the Complainant exercises the offer to re-take the Course or a similar course, within 30 days of the Complainant’s completion of the Course or a similar course, the University will submit to OCR a copy of the Complainant’s revised transcript, showing the Complainant’s completion of, and grade, in the Course.
2. **Policies, Procedures, and Practices:** By **January 10, 2022**, the University will complete a review of its policies, procedures, and practices for textbook selection for all courses that use the XXXXXXXXXXXXXXXXXXXX (XXXX) online learning management system created by XXXXXXXXXXXXXXXXXXXX, Inc. (XXXXXXX); and for providing academic adjustments and auxiliary aids/services to students with disabilities, who use assistive technology when accessing online or digital materials and programs for the same courses. The University will ensure that such policies, procedures, and practices will result in giving preference to the most accessible¹ textbook for each course that

¹ "Accessible" refers to information or technology that complies with a digital accessibility standard acceptable to OCR (e.g., WCAG 2.1 level AA, or similar standard), or satisfies other objective criteria to ensure that, at a minimum, individuals with a disability have the opportunity to acquire the same information, engage in the same

otherwise meets the University's pedagogical and other needs, and in providing students timely and appropriate access to course materials and programs delivered through XXXX, or equally effective alternative access to such course materials and programs if there are technological barriers to access that prevent a student from accessing any portion(s) of XXXX software using their assistive technology, commencing at the start of each semester and/or the date when such services are first needed each semester. In addition, the University will identify appropriate assistive technology that is compatible with XXXX, and ensure that its policies, procedures, and practices include an offer to work with students to provide any advanced training, or identify appropriate training offered by third-parties that is without cost to students, regarding their use of such compatible assistive technology with XXXX, or to help them identify ways in which their assistive technology or XXXX could be re-configured so they are able to better access online components of XXXX.

- a. By **February 11, 2022**, the University will submit to OCR, for review and approval, its policies, procedures, and practices developed pursuant to Item 2, above.
- b. Within 30 days of OCR's approval of the policies, procedures, and practices, the University will provide documentation to OCR demonstrating that it has adopted and published, as appropriate, the policies, procedures, and practices; updated all relevant publications, including student and employee handbooks, if applicable; and revised the University's website, as necessary. Appropriate inserts may be included in existing printed materials and publications pending revision and reprinting of such materials and publications, if applicable.
- c. By **June 30, 2022**, the University will provide documentation to OCR demonstrating that academic adjustments and auxiliary aids/services were provided to students with disabilities, who use assistive technology when accessing online or digital materials and programs for classes that use XXXX, in a timely and appropriate manner during the Spring 2022 semester. The documentation will include each student(s) name, or a unique identifier for each student; the date(s) that each student made a request for academic adjustments and auxiliary aids/services necessary to access to course materials and programs delivered through XXXX, or requested equally effective alternative access to course materials and programs if there are technological barriers to access that prevent a student from accessing any portion(s) XXXX using assistive technology; the date(s) that the University first provided appropriate academic adjustments and auxiliary aids/services for each student; and logs or other information demonstrating that each student received all appropriate academic adjustments and auxiliary aids/services that were required.
- d. **Training**: By **March 31, 2022**, the University will provide training to all University staff responsible for textbook selection for all courses that use XXXX;

interactions, and enjoy the same programs and activities as an individual without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.

and for ensuring the provision of academic adjustments and auxiliary aids/services to students with disabilities, who use assistive technology when accessing online or digital materials for the same classes, regarding the University's OCR-approved policies, procedures, and practices developed pursuant to Item 2, above.

- i. By **April 15, 2022**, the University will submit to OCR documentation demonstrating that the training referenced in Item 2(d) has been provided. The report will identify the person(s) who provided the training and a description of the person's qualifications; a copy of any training materials used or disseminated during the training; and certification that the individuals specified in Item 2(d) completed the training.

3. Electronic Textbooks for Courses that use XXXX:

- a. By **January 15, 2022**, the University will provide training to the University's Disability/Access Services Office (DSO) staff regarding how to test the accessibility of electronic documents, including documents created in word processors (such as Microsoft Word) and documents saved as PDF files. By **January 31, 2022**, the University will provide to OCR documentation indicating the date(s) of training, training contents, copies of training materials, name(s) and title(s) of personnel who participated in the training, and the identity and expertise of the trainer.
- b. The policies, procedures, and practices developed by the University pursuant to Item 2, above, will specifically address how the University will ensure that academic adjustments and auxiliary aids/services related to electronic textbooks, or accessible alternative format PDF versions of the textbooks, will be provided to students with disabilities, who use assistive technology when accessing online or digital materials and programs for classes that use XXXX, in a timely and appropriate manner.

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

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This Agreement will become effective upon the signatures of the representatives for the University, set out below.

Date: 11/10/21

Signature: /s/

Title: President

Framingham State University