

**Grand Canyon University
Resolution Agreement
OCR Docket #08-22-2007**

In order to resolve the allegation in Case Number 08-22-2007, filed against Grand Canyon University (the University), the University voluntarily agrees to implement this Resolution Agreement (Agreement). This case was initiated pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), and its implementing regulation at 34 C.F.R. Part 104.

During the course of OCR's investigation of the complaint, before OCR had made any findings, the University indicated its willingness to take steps necessary to ensure compliance with Section 504. Pursuant to Section 302 of OCR's Case Processing Manual (CPM), a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, OCR believes that doing so is appropriate, and the remedies align with the allegations. The University's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such.

The University agrees to take the following actions:

- 1) Within 14 days of this Agreement, the University's XXXXX XXXXX XXXXX Student Disability Services (SDS) will meet by telephone with the Complainant to discuss the Complainant's access to electronic textbooks in her courses at the University. During the telephone meeting, the XXXXX will inform the Complainant about options SDS can provide to the Complainant so that she can access her electronic textbooks, including but not limited to SDS emailing the Complainant's textbooks to her in PDF format at the start of each new class. The XXXXX will plan with the Complainant how SDS will provide the Complainant access to her electronic textbooks at the start of each new class going forward.

Reporting Requirements for Item #1: By August 31, 2022, the University will provide OCR with written documentation showing that the University has completed this item. Documentation will include:

- a) Copies of communications between the University and the Complainant regarding the scheduling of the telephone meeting between the XXXXX and the Complainant (including any responses from the Complainant);
- b) A written summary of the meeting between the XXXXX and the Complainant, including the plan going forward for how SDS and the Complainant will communicate about the Complainant accessing her electronic textbooks at the start of each new class;
- c) Copies of communications from the University to the Complainant providing the Complainant with a copy of the written summary of the meeting in paragraph (b) above (including any responses from the Complainant);
- d) Copies of communications between the Complainant and SDS related to providing the Complainant with accessible formats of her electronic textbooks from the date of the

telephone meeting with the XXXXX through and including the start of the next two terms/new classes; and

- e) If the University receives communication from the Complainant that the Complainant is not interested in meeting with the XXXXX, the University will provide to OCR the supporting documentation demonstrating the Complainant refused the offer.
- 2) Within 30 days of this Agreement, the University, via the XXXXX or University Section 504 Coordinator, will provide all SDS staff with training on the requirements of Section 504. The training will include the following components, at a minimum:
- a) A review of the University's Section 504 policies and procedures; and
 - b) A review of SDS expectations related to those policies and procedures, including its customer service expectations regarding communicating with students with disabilities and engaging in the interactive process with those students.

Reporting Requirements for Item #2: By June 30, 2022, the University will provide OCR with written documentation showing that the University has completed this item. Documentation will include:

- a) The date the University provided the training;
 - b) The name and title of SDS staff who attended the training (including dated sign-in sheets with the attendees' names and titles);
 - c) The names of any SDS staff members not in attendance and the measures taken by the University to ensure those staff members are provided with the training and an opportunity to ask questions; and
 - d) A copy of the agenda and any other materials disseminated to SDS staff.
- 3) Within 30 days of this Agreement, the University will revise the SDS page of its website, currently at <https://www.gcu.edu/about/offices-services/student-disability-services>, to add a statement under "eBooks Requests Accommodations Policy" to state that, for students who are enrolled in online coursework who exclusively use eBooks and for other students who have requested and been approved for eBooks, SDS has several options it can provide for students to access their eBooks, including but not limited to Kurzweil 3000, Adobe, or BibliU PDF delivery, so that students are aware that SDS can provide access to eBooks in multiple formats.

REPORTING REQUIREMENT A for Item #3: Within 30 days of this Agreement, the University will provide for OCR's approval its revised draft website text.

REPORTING REQUIREMENT B for Item #3: Within 30 days of OCR's approval, the University will provide OCR documentation that it posted the revised website text on the SDS page of the University's website.

General Requirements

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 the 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 the Agreement.

The University also understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, which were at issue in this review. Upon the University's satisfaction of the commitments made under the Agreement, OCR will close the case.

The University understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or 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.

The Agreement will become effective immediately upon the signature of the University's representative below.

For the University:

_____/s/_____
President of University or President's Designee

____4/4/22_____
Date