

Resolution Agreement

Brandman University, California OCR Docket No. 09-20-2304

To resolve the above-referenced directed investigation brought under Section 504 of the Rehabilitation Act of 1973, the Office for Civil Rights (OCR) of the U.S. Department of Education and Brandman University (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. **Learning Management System and Functionality.** The University agrees that it will, in a reasonably timely manner, and in no case longer than 12 months, develop and take substantial steps in the implementation of a strategy to ensure that individuals with disabilities, specifically individuals with low vision or no vision, have an opportunity to participate in courses on the learning management system (LMS) that is equal to that of their nondisabled peers.¹ Equally effective alternate access is measured by whether it will afford a person with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same programs and activities as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use. The strategy may include the University upgrading its learning management system and/or affirmatively notifying students of supplementary aids and supports available to assist them with accessing all content and functionality of the LMS.

Nothing in this provision should be construed to mean that any content or functionality is not subject to the requirements of Section 504.

By July 16, 2021, the University will provide OCR for review and approval with a copy of its plan/strategy regarding accessibility on its LMS.

2. **Notification.** By July 16, 2021, the University will provide OCR with a draft notice that it will provide to all registered students with disabilities, alerting them of the supplementary aids and supports available to assist them in accessing content and functionality on the LMS.
3. **Training.** By September 1, 2021, the University will provide documentation to OCR regarding the planned mandatory training to staff who are responsible for assisting students in their efforts to navigate the LMS. The documentation will reflect the date(s) of training,

¹ While the scope of the agreement is narrowly designed to resolve the specific allegations raised to OCR in this complaint, which implicates the rights of individuals with vision impairments, the University understands its legal obligations run to all qualified individuals with disabilities. During the course of its investigation, OCR has notified the University of barriers to access that impact individuals with disabilities other than vision impairments (such as inability to use a computer mouse); while the University's obligation to remediate those barriers is not covered by this Agreement, it acknowledges its broader legal obligation and understands OCR is available for further technical assistance.

training contents, names of personnel to be trained and their roles, and identify the expertise of the trainer.

Other Student Information Systems. The University has provided to OCR a copy of correspondence sent to two of their external vendors for student information systems relating to financial aid and transcript ordering, requesting that these systems be fully accessible to students with disabilities within the following timeframes. As confirmed in correspondence from the vendors, the vendor for the financial aid system estimates that a new software version planned for release by October 31, 2021 will resolve the identified accessibility issues, and the vendor for the transcript request system estimates that the identified issues will be addressed by software changes by October 31, 2021. With respect to the self-service portal, the University will ensure that programs housed on the portal such as viewing a student's unofficial transcript are fully accessible to students with disabilities no later than October 31, 2021. If consultation with the vendor results in the University requiring more time to resolve any barriers, the University will consult with OCR about an appropriate extension to this date.

4. If the vendors have not provided a fully accessible student information system within the timeframes they have estimated as set forth in paragraph #4, by December 1, 2021 the University will provide equally effective alternate access to the program/service content and functionality to students with disabilities, so they have an opportunity to participate in a manner that is equal to that of their nondisabled peers, as described in paragraph #1.
5. Accessible Alert Process. The University agrees that it will, in a reasonably timely manner, and in no case longer than 1 month after the date of this agreement, implement and maintain an accessible process for students who use the LMS and other student information platforms to alert the University if they experience accessibility problems in accessing content or functionality on any student information system.
6. Undue Burden and Fundamental Alteration. This agreement does not require the University to take any action that it demonstrates in writing, in OCR's reasonable determination, would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.
7. Technical Assistance. Upon request, OCR will provide technical assistance to the University, to the extent practicable, during the University's implementation of this agreement. The University's duty to comply with this agreement is not altered by the availability of technical assistance.
8. Reporting Provision. By December 31, 2021, the University will submit a report to OCR demonstrating that it has fully satisfied the terms of this agreement. The report will discuss the strategy developed, benchmarks that the University has used to measure progress in making its online content and functionality accessible, ongoing efforts to ensure the accessibility and usability of the University's online content and functionality, and the accessible process for users to alert the University to accessibility problems.

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.

This agreement will become effective upon the signature of the representative for the University, set out below.

/x/

Gary Brahm, Chancellor and CEO
Brandman University

Date