

## **RESOLUTION AGREEMENT**

This Agreement is entered into between Oregon State University (“OSU”) on the one hand and Natalie Charbonneau and the National Federation of the Blind (“NFB”) (collectively, “Claimants”) on the other hand.

### **I. BACKGROUND**

1. Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. §§ 12131-12134, and its implementing regulations (“Title II regulations”), 28 C.F.R. pt. 35, and Section 504 of the Rehabilitation Act (“Section 504”), 29 U.S.C. § 794, and its implementation regulations, 34 C.F.R. pt. 104, prohibit public entities and recipients of federal funding, including OSU, from discriminating on the basis of disability, and from excluding qualified individuals with disabilities from participating in, and denying such individuals the benefits of, their services, programs, and activities.

2. Natalie Charbonneau is a Blind member of the NFB who attends OSU to pursue a graduate-level academic program. On April 28, 2023, Claimants sent OSU a letter (“Demand Letter”), alleging, *inter alia*, that OSU’s institutional policies, practices, and procedures, which affect all Blind students at OSU, excluded Ms. Charbonneau from participation in and the benefit of OSU’s services, programs, and activities; discriminated against Ms. Charbonneau on the basis of disability; and failed to take appropriate steps to ensure equally effective communication with Ms. Charbonneau in violation of Title II of the ADA, Section 504, and both statutes’ implementing regulations. The Demand Letter was also sent on behalf of, and the Structured Negotiations Agreement (defined in Paragraph 5, *infra*) was entered into by, two additional OSU students, Jennifer Doran and Ashley Neybert, who are also Blind members of the NFB and who alleged similar disability-related claims against OSU. For the avoidance of any doubt, Jennifer Doran and Ashley Neybert are not parties to this Agreement, which, as defined above, is entered into by only OSU, Ms. Charbonneau, and the NFB.

3. Specifically, Claimants alleged that OSU denied Blind students an equal educational opportunity by systemically failing to: provide timely and effective Accessible Curricular Materials; acquire and maintain accessible technology; and provide sufficient classroom and research assistance. Claimants further allege that these failures caused Ms. Charbonneau to leave OSU without completing her degree, despite recognition from faculty of her qualifications and high performance. As of 2024, Ms. Charbonneau has re-enrolled at OSU as a graduate student, pursuing a different degree than the one she previously attempted to obtain.

4. OSU denies the foregoing allegations and denies that it violated the ADA, Section 504, or any other law as otherwise asserted by Claimants. OSU avers that it is committed to providing equal opportunity for the education of Blind students.

5. On July 27, 2023, Claimants, Jennifer Doran, Ashely Neybert, and OSU entered into a Structured Negotiations Agreement to facilitate good faith compromise in furtherance of their mutually desired goals as an alternative to litigation. The terms of this Agreement arise from and are informed by the series of negotiations the parties engaged in since entering into the

Structured Negotiations Agreement and involve OSU's institutional policies, practices, and procedures which affect all Blind students at OSU.

6. This Agreement resolves all claims alleged by Claimants in the Demand Letter and all of Claimants' claims through the Effective Date of this Agreement. OSU restates its commitment to provide Blind students with an equal opportunity to participate in and benefit from OSU's services, programs, and activities. This Agreement does not constitute an admission by any party regarding the merits, validity, or accuracy of any of the allegations, claims, or defenses asserted by Claimants, Jennifer Doran, Ashley Neybert or OSU. This Agreement represents the compromise of disputed claims in lieu of litigation.

## **II. DEFINITIONS**

7. Terms in this Agreement have the same meaning as currently defined in the Title II regulations at 28 C.F.R. § 35.104.

8. "Blind" is used in its broadest sense to include all students who have a vision-related disability that requires the use of alternative techniques or assistive technology to access visual information.

9. "Accessible" means that Blind students are afforded the opportunity to independently acquire the same information, engage in the same interactions, and enjoy the same services as non-blind students, with substantially equivalent ease of use.

10. "Applicable Federal Regulations" includes, but is not limited to, the regulations at 28 C.F.R. part 35.

11. "Consultant" refers to the third-party professional consultant OSU retained pursuant to Section III.G of this Agreement.

12. "Curricular Materials" means any and all materials used in the delivery of instructional content, including, but not limited to, course syllabi, textbooks, lecture notes, PowerPoint presentations, articles, assignments, tests and quizzes, lab manuals, online course materials, graphic materials, and other digital resources.

13. "Effective Date" means the date of the last signature on this Agreement.

14. "Electronic and Information Technology" or "EIT" includes information technology and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information. The term Electronic and Information Technology includes, but is not limited to, the internet and intranet websites, content delivered in digital form, electronic books and electronic book reading systems, search engines and databases, learning and other content management systems, classroom technology and multimedia, personal response systems ("clickers"), computers, software, web applications, web technologies, and instructional support applications.

15. “Equally Effective Alternate Access” means an alternative format, medium, or other aid that Timely and accurately communicates the same content as does the original format or medium, and which is appropriate to an individual’s disability.

- a. To provide Equally Effective Alternate Access, OSU need not ensure that Blind students achieve the identical result or level of achievement as individuals without disabilities, but OSU must provide appropriate auxiliary aids and services as necessary to afford Blind students an equal opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement, in the most integrated setting appropriate to their needs.
- b. In providing Equally Effective Alternate Access, OSU may rely on any commonly accepted standards or combination of Accessibility Standards, including standards not specifically identified in this Agreement, provided the remainder of this definition is met.
- c. OSU is not required to take any action that results in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burden, but must nevertheless ensure, to the maximum extent possible, that qualified Blind students receive the benefits or services provided by OSU.

16. “Timely” means in sufficient time for the person with the disability to have an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as persons without disabilities.

17. “Accessibility Standards” means:

- a. Web Content Accessibility Guidelines version 2.1 (“WCAG 2.1”) and Web Accessibility Initiative – Accessible Rich Internet Applications version 1.2 (“WAI-ARIA 1.2”), as published by the World Wide Web Consortium (“W3C”);
- b. Authoring Tool Accessibility Guidelines version 2.0 (“ATAG 2.0”) for software used to create web content, as published by the W3C;
- c. User Agent Accessibility Guidelines version 2.0 (“UAAG 2.0”) for web browsers, media players, and assistive technologies, as published by the W3C;
- d. WCAG2ICT for non-web software and content, as published by the W3C;
- e. MathML 3.0 for digital mathematical and scientific notation, as published by the W3C;
- f. DAISY 3.0 or EPUB 3.3 for digital publications and documents;
- g. Braille Authority of North America (“BANA”) Guidelines and Standards for Tactile Graphics (2010) and BANA Guidelines for the Production of Braille

Materials through the Use of Braille Production Software (2007) for hardcopy Braille;

- h. Any subsequent versions of these standards adopted during the pendency of this Agreement; or
- i. Any other technical standard that provides a Blind student equal opportunity to participate in and benefit from OSU's services, programs, and activities, as required under federal law.

18. "Accessibility Requirements and Norms" means: the general requirements of the ADA, Section 504, and their applicable regulations; accessibility and usability of web content; accessible document development and remediation; accessibility and usability of technology, including equipment and devices used in classrooms and laboratories; testing and evaluating the accessibility of web and other technologies; Accessibility Standards; the appropriate provision of auxiliary aids and services for Blind students in non-electronic or non-digital formats, such as Braille hard copy, tactile graphics, or large print hardcopy; and reasonable modifications to policies, practices, and procedures in higher education to achieve equal opportunity for Blind students.

### **III. REMEDIAL ACTIONS**

In exchange for the Claimants' release of claims in Section VI of this Agreement, OSU will take steps, the specifics of which are described below, designed to ensure that all OSU programs and activities are Accessible to Blind students.

#### **A. Implementation Coordinator.**

19. Within 90 days of the Effective Date, OSU will hire or designate an Implementation Coordinator who reports directly to the Associate Vice President and Chief Civil Rights Officer, Title IX and ADA Coordinator.

20. The Implementation Coordinator will:

- a. Either upon hire or within 60 days thereafter:
  - i. Be knowledgeable concerning this Agreement and best practices for implementing Accessibility Requirements and Norms for Blind students;
  - ii. Develop a plan to comply with this Agreement; and
  - iii. Coordinate OSU's compliance with this Agreement;
- b. After completion of the Accessibility Review described in Paragraph 32 and in coordination with the Accessible Technology Specialist, provide privileged, quarterly updates to the Executive Director of Equal Opportunity & Access,

Title IX and ADA Coordinator and the Office of the General Counsel on OSU's progress towards ensuring:

- i. The development and implementation of the Accessibility Review Corrective Action Plan, described in Paragraphs 32-36, *infra*;
- ii. OSU's development of a plan to address third-party websites on which OSU places content or uses for web services that do not comply with Applicable Federal Regulations, or provide Equally Effective Alternate Access under this Agreement;
- iii. Learning management systems ("LMS") and instructional support applications used by OSU comply with Applicable Federal Regulations, or how Equally Effective Alternate Access is provided, if appropriate, under this Agreement;
- iv. Complaints from Blind students made pursuant to, and in compliance with, the requirements of the Service Resolution Process in Paragraph 42, *infra*, are being addressed;
- v. The provision of Timely, Accessible Curricular Materials to Blind students; and
- vi. Fulfillment of the requirements of this Agreement.

**B. Accessibility of Curricular Materials.**

21. OSU will provide Blind students Equally Effective Alternate Access to Curricular Materials provided that such student, in a prompt manner, registers with OSU's Disability Access Services department ("DAS"), requests accommodations, and informs DAS, upon request, of what format specifications for various types of Curricular Materials they believe ensure Equally Effective Alternate Access.

22. In selecting texts and book-length course materials, including any supplementary digital applications or content provided by the publishers of such texts and book-length course materials, OSU's Accessible Technology Policy will contemplate the availability of materials in Accessible formats such as EPUB3, DAISY, WCAG 2.1, WAI-ARIA 1.2, ATAG 2.0, WCAG2ICT, MathML 3.0, BANA Guidelines and Standards for Tactile Graphics (2010), the BANA Guidelines for the Production of Braille Materials through the Use of Braille Production Software (2007), and any successors to these standards that become effective during the term of this Agreement.

23. If any Blind student promptly registers with DAS and identifies as having a vision-related disability for which modifications, auxiliary aids or services, or assistive technologies are appropriate and necessary to access Curricular Materials, DAS will consult with that student, unless the student declines to do so, before the beginning of the first term following their registration with DAS to determine whether the student will require Curricular Materials in alternate formats, what assistive technologies the student uses or needs, and what formats will

work with the student's assistive technologies and afford them Equally Effective Alternate Access to the Curricular Materials. DAS will ensure that Blind students have access to priority registration and encourage such students to inform DAS in Week 1 of the prior term of the courses for which the student anticipates registering so that DAS may begin remediating the anticipated course materials. DAS will notify Blind students that if they encounter difficulty registering for courses (for example, because of a hold), they should still send DAS the list of courses they intend to register for at least eight weeks in advance of the start of such courses (in addition to informing DAS during Week 1 of the prior term which courses they anticipate registering for). In these circumstances where a Blind student has difficulty registering for courses but provides DAS advanced notice of the courses for which they intend to register, DAS will begin the process of producing Accessible formats for these courses even though the student is not yet registered for them.

24. Before the beginning of each course in which a Blind student identified pursuant to Paragraph 23 is enrolled, DAS will, in accordance with and on the timeline established by the revised procedures developed with assistance of the Consultant, as set forth in Paragraph 37, *infra*, work to consult with the instructor of each course, with input from the Blind student where needed, to:

- a. Review and discuss the course syllabus and other available information concerning the formats in which course content will be presented;
- b. Identify all materials, including multimedia, that will be provided to or used by students, including materials the instructor did not list on the course syllabus but which they may circulate or add to the curriculum after the course has begun, and identify which materials will need to be converted by which dates in the term;
- c. Identify pedagogically relevant images in Curricular Materials that students in the course are required to access to help determine, in light of the Blind student's requested alternate formats, the appropriate method of providing Equally Effective Alternate Access for each image (*e.g.*, alt text, swell form, embossed tactile graphics, or other effective methods of providing non-visual access to images);
- d. Identify any optional or elective materials that the instructor may recommend as solely supplemental to their course and identify the specific parts of those optional or elective materials intended to provide supplemental pedagogical benefit, and for any pedagogically relevant images in these optional or elective materials, help determine, in light of the Blind student's requested alternate formats, the appropriate method of providing Equally Effective Alternate Access for each image (*e.g.*, alt text, swell form, embossed tactile graphics, or other effective methods of providing non-visual access to images);
- e. Identify if any equipment will be used in the classroom (*e.g.*, laboratory equipment) that may present an accessibility barrier to a Blind student, and either identify the Accessible equipment that the student will need and how

OSU will provide it, or, if appropriate, how OSU will provide the student with Equally Effective Alternate Access; and

- f. Memorialize in writing an individualized plan—a copy of which will be provided to the student and instructor (*e.g.*, in an accommodation letter)—that will set forth what Accessible Curricular Materials, equipment, and other accommodations OSU will provide to the student.

25. Upon a Blind student's registration with DAS for disability accommodations, DAS shall advise in writing that the student should notify DAS promptly if they register for a course after the conclusion of the priority registration period described in Paragraph 23 or transfer into a course after the course has begun. Within one (1) week of receiving such notification, DAS will, in accordance with the revised procedures developed with assistance of the Consultant, as set forth in Paragraph 37, *infra*, work to consult with the course instructor per the requirements of Paragraph 24.

26. If circumstances such as late registration, mid-semester transfers, the medium or format chosen, or the volume and complexity of the material will delay Timely conversion of Curricular Materials into Accessible formats, OSU shall work with the impacted Blind students to provide Equally Effective Alternate Access to Curricular Materials in the interim. In the event of a delay in providing Timely Accessible Curricular Materials, DAS will notify the DAS Director, who shall communicate with the impacted student, and/or the relevant instructor as appropriate or necessary, to ensure that the student faces no negative consequences arising from the delay of materials. The DAS Director shall communicate with DAS to determine the cause of the delay and shall take the steps necessary, and within DAS's control, to remedy the cause. The DAS Director shall report the delay in providing converted Curricular Material to the Implementation Coordinator, along with the steps to be taken to avoid similar delays going forward.

27. Once a month during each term, DAS will communicate with each Blind student registered for accommodations per Paragraph 23 to invite them to contact DAS if they are not receiving Equally Effective Alternative Access to Curricular Materials. If the Blind student responds that they have not received Equally Effective Alternative Access to Curricular Materials, then DAS shall schedule a meeting, either in-person or by video conference, with the student within three (3) business days of the student's response to determine what further steps are necessary to provide the Equally Effective Alternative Access to Curricular Materials. The Blind student may opt to have another individual of their choosing, who is not a lawyer attending in their professional capacity or purporting to represent the student in a legal capacity, attend this meeting with them so long as their presence, participation or availability does not hamper the timeliness or purpose of the meeting. By bringing another individual to this meeting, the Blind student expressly consents to DAS speaking openly regarding student information in the presence of this individual. Absent exigent circumstances, DAS will inform the Blind student in advance of the meeting who from OSU will be attending and will give due consideration to any concerns the Blind student raises about any of the anticipated participants. In addition, each Blind student, including Ms. Charbonneau, must provide DAS prompt written notice if remediated materials do not provide Effective Alternative Access to Curricular Materials. As set forth in Paragraph 37 below, OSU will be enacting revised procedures governing Blind students' obligation to provide

such prompt notice. Ms. Charbonneau acknowledges that failure to promptly notify DAS may result in delays in providing Timely Accessible Course Materials.

28. Unless the Consultant recommends a different method for checking in with instructors after the start of the term, at the mid-way point of each term, DAS will communicate with each instructor for each course in which a Blind student registered for accommodations per Paragraph 23 is enrolled to remind the instructor about: (a) each Blind student's individualized disability accommodation plan, and (b) the instructor's responsibility to collaborate with DAS, as needed and as set forth in Paragraph 24.

29. If a Blind student's disability impairs their ability to use web technology or software acquired by OSU, and OSU cannot implement Equally Effective Alternate Access, then OSU shall not use the inaccessible web technology or software in any course section in which the Blind student enrolls.

**C. Acquisition.**

30. Within 180 days of the Effective Date, OSU will incorporate the following steps into its acquisition process for any web technology or software that OSU acquires for use by students:

- a. Web technology or software that OSU acquires for use by its students will conform to relevant Accessibility Standards if the technology is commercially available and its purchase does not result in undue financial and administrative burdens or a fundamental alteration. OSU shall work with the Consultant to develop a procedure for verifying (by someone other than the vendor) vendors' representations that their products being considered for acquisition by OSU meet the relevant Accessibility Standards.
- b. If a product is available and meets some, but not all, of the relevant Accessibility Standards, except as provided in Paragraph 30(e), OSU will acquire the product that best meets the standard, unless its purchase would result in undue financial and administrative burdens or a fundamental alteration. In determining which product best meets the relevant Accessibility Standards, OSU may take into account a contractual commitment from the vendor to make any non-conforming web technology or software conform or best conform to such standards before OSU makes the product available for use by students. If the vendor later represents that it has updated the product to conform or best conform to the relevant Accessibility Standards, OSU shall utilize the procedure developed with the Consultant, referenced in Paragraph 30(a), *supra*, to verify (by someone other than the vendor) the vendor's representation. OSU shall not use the product until the vendor satisfies its commitment to make the product conform or best conform to the relevant Accessibility Standards.
- c. OSU will request, review, and evaluate each vendor's most recent accessibility testing results, if available, for such products purchased through OSU's acquisition process.

- d. Any Request for Proposal by OSU for web content or software that OSU acquires for use by students will include the following requirements:
  - i. The vendor must specify whether its web technology and software conform to the Accessibility Standards identified in this Agreement or, if applicable, the successors to those standards; and
  - ii. The vendor must either agree to make its non-conforming web content and software conform to relevant Accessibility Standards identified in this Agreement or detail how the vendor will support OSU in providing Equally Effective Alternate Access for its non-conforming web content and software.
- e. OSU may elect to develop and implement a process authorizing formal requests for time-limited exceptions from the accessibility requirements of the acquisition process. The process must establish standards for evaluating such requests, including a requirement for the requestor to provide a rationale for the request, a plan for how the requestor will provide Equally Effective Alternate Access to Blind students who will be unable to effectively use the web technology or software at issue, and a plan for how the requestor will seek out newly available Accessible alternative web technology or software after a specific period of time. If electing to develop such a process, OSU will work with the Consultant to develop this process and agrees to give substantial consideration to the Consultant's formal, written recommendations and to not unreasonably reject or modify those recommendations.
- f. If OSU makes a good faith attempt to follow the procedure for verifying compliance with Accessibility Standards referenced in Paragraph 30(a), and likewise makes a good faith attempt to comply with the requirements of Paragraph 30(c) and (d), but OSU unknowingly acquires or uses web technology or software that does not conform with Accessibility Standards, then OSU will stop using the non-conforming web technology or software within a reasonable time after it is made aware that such web technology or software does not conform with Accessibility Standards, except as provided for in Paragraph 30(e), and, in the interim, will promptly work to provide Equally Effective Alternate Access to Blind students impacted by the inaccessible web technology or software.

**D. Technology Review.**

31. Within 90 days of hiring the Implementation Coordinator or Effective Date, whichever is later, OSU will designate, retain, or hire an Accessible Technology Specialist, and report to the NFB the identity and qualifications of such individual. The Accessible Technology Specialist shall have expertise concerning:

- a. Accessibility and usability of web content;
- b. Accessible document development and remediation;

- c. Accessibility and usability of equipment;
- d. Testing and evaluation of the accessibility of EIT;
- e. The Accessibility Standards; and
- f. How to address technology barriers to making EIT Accessible in the education setting.

32. Within 120 days of designating, retaining, or hiring the Accessible Technology Specialist, the Accessible Technology Specialist will commence a University-wide Accessibility Review (“Accessibility Review”) of student-facing Electronic and Information Technology to evaluate the accessibility of EIT for Blind students. The EIT subject to the Accessibility Review will include software, student-facing websites and web applications (including any third-party content, websites, or applications), web technologies such as learning management systems, and instructional support applications that OSU uses for education, admissions, financial aid, registration, or any other critical function related to students. The Accessible Technology Specialist will collaborate with the Consultant to develop the scope of, and administer, the Accessibility Review.

33. Within 60 days of completing the Accessibility Review, the Accessible Technology Specialist will provide written findings and recommendations on accessibility improvements to the Implementation Coordinator. OSU will make an executive summary of the findings and recommendations available to the public in an Accessible format on its website and provide a link to this portion of its website to the NFB.

34. Within 60 days of receiving the written findings and recommendations of the Accessibility Review, the Implementation Coordinator will work with the appropriate stakeholders to create an Accessibility Review Corrective Action Plan that will address, in order of priority, the following findings of the Accessibility Review:

- a. Accessibility issues relating to learning management systems and instructional support applications;
- b. EIT affecting the needs of Blind students in courses or research required for their course of study and for graduation;
- c. EIT affecting the needs of Blind students in registering for courses, accessing financial aid or tuition payment information, accessing OSU-provided health care information, or accessing housing information;
- d. Other digital accessibility barriers that were solicited from Blind students as part of the Accessibility Review; and
- e. Other findings of the Accessibility Review that OSU deems a priority.

35. OSU will include in the Accessibility Review Corrective Action Plan a schedule by which OSU will address the Accessibility Review’s findings and recommendations. All

inaccessible EIT identified in the Accessibility Review will be made Accessible no later than three (3) years after the completion of the Accessibility Review. OSU will collaborate with the Consultant to execute its Accessibility Review Corrective Action Plan. The Accessibility Review Corrective Action Plan will be protected by attorney-client privilege and work product doctrine. OSU will share a summary of the Accessibility Review Corrective Action Plan with NFB and Ms. Charbonneau, without waiving any applicable privileges or protections, and NFB and Ms. Charbonneau agree to maintain the confidentiality of that summary.

36. The Accessibility Review Corrective Action Plan shall be reviewed annually and revised as necessary to address EIT affecting the needs of Blind students. The adoption and implementation of the Accessibility Review Corrective Action Plan will not be construed as or deemed an admission of a violation of this Agreement, Title II of the ADA, or Section 504, or any other applicable law or regulation.

**E. Policies and Procedures.**

37. Within 90 days of hiring the Implementation Coordinator or the Effective Date, whichever is later, OSU shall enact revised procedures for providing Blind students Timely access to Accessible Curricular Materials in a manner consistent with this Agreement. The procedures will be intended to provide that: DAS promptly responds to requests for reasonable modifications and Equally Effective Alternate Access by Blind students; Blind students promptly notify DAS of any issues with remediated materials; DAS performs, or contracts for, quality control of its remediated Curricular Materials to ensure they are Accessible; and DAS works actively with Blind students and faculty to identify and effectively resolve any Accessibility issues. The procedures shall acknowledge that for each course in which a Blind student is enrolled, OSU will provide Equally Effective Alternate Access to Curricular Materials that all other students enrolled in that course have access to, including pedagogically relevant optional or elective materials, unless undue financial and administrative burdens or a fundamental alteration would result (in which case OSU must follow the requirements of Section III.H). The procedures shall include guidance for circumstances when the quantity or complexity of materials makes the provision of Equally Effective Alternate Access difficult, including DAS's obligation to then work with the relevant instructor(s) to determine how to prioritize among the materials (such as by prioritizing required, pedagogically relevant materials over supplemental, optional or elective materials or providing reasonably tailored suggestions from faculty in the selection of optional materials from a wider list). The procedures shall also include guidance defining "prompt" or "promptly" for each specific instance in which it appears in Paragraphs 21, 23, 25, 27, and 37 of this Agreement. The Consultant may recommend a different timeframe or duration for OSU to perform or satisfy any of its obligations specified in Paragraphs 25 and 27; any such recommendation may be given effect by OSU and substitute for any timeframe or duration specified in Paragraphs 25 and 27. OSU will work with the Consultant to develop these procedures and agrees to give substantial consideration to the Consultant's formal, written recommendations and to not unreasonably reject or modify those recommendations.

38. Within 90 days of hiring the Implementation Coordinator or the Effective Date, whichever is later, OSU shall enact revised procedures for providing Blind students with classroom assistants and research assistants. The procedures shall provide that classroom assistants be provided to Blind students as an auxiliary service when necessary for the Blind

student to access visual content in the classroom. The procedures shall provide that research assistants be provided to Blind students as an auxiliary service when necessary for the Blind student to obtain Equally Effective Alternate Access to library materials. The procedures shall also provide that research assistants be provided to Blind students as an auxiliary service when necessary for the Blind student to obtain Equally Effective Alternate Access to research materials that are provided to Blind students by their instructors, advisors, or committees (hereinafter, “library materials” and “research materials” will be referred to collectively as “Research Materials”). The procedures shall require that persons serving in classroom or research assistant roles receive training prior to their service, as provided for in Paragraph 46, *infra*. The procedures shall provide that, when a Blind student is assigned a research assistant, DAS may elect to convert Research Materials to Accessible formats or train the research assistant or a library staff member to do so, as long as the chosen election ultimately provides the Blind student with Equally Effective Alternate Access to Research Materials. The procedures shall require DAS, the research assistant, and/or the library staff member to inform the student how long they expect it to take to remediate Research Materials. DAS, research assistants, and/or library staff members may specify different lengths of time depending on the type of Research Material and type of Accessible format requested. OSU will work with the Consultant to develop these procedures and agrees to give substantial consideration to the Consultant’s formal, written recommendations and to not unreasonably reject or modify those recommendations.

39. Within 60 days of creating the Accessibility Review Corrective Action Plan, OSU shall develop an Accessible Technology Policy consistent with this Agreement. The Accessible Technology Policy will provide for equal opportunity for Blind students to participate in, and enjoy the benefits of, OSU’s services, programs, and activities. The Accessible Technology Policy will recognize that OSU increasingly uses web-based, digital, and emerging technologies. The Accessible Technology Policy will incorporate or refer to procedures for providing Blind students with Equally Effective Alternative Access to Curricular Materials in electronic and hard copy formats, including criteria to be considered in selecting Curricular Materials, as noted in Paragraph 22, *supra*, that conform to applicable Accessibility Standards. The Accessible Technology Policy shall provide or refer to guidance and procedures for circumstances when DAS should confer with the relevant instructor(s), or another person(s) with sufficient subject-matter expertise, to ensure that remediated formats, such as tactile graphics, are providing Equally Effective Alternative Access. OSU will work with the Consultant to develop this policy and agrees to give substantial consideration to the Consultant’s formal, written recommendations and to not unreasonably reject or modify those recommendations.

40. Within 14 business days after enacting the Accessible Technology Policy, OSU shall:

- a. Distribute the Accessible Technology Policy by email to all: (1) instructional employees, instructional contractors, and instructional volunteers, and (2) administrative employees, administrative contractors, and administrative volunteers who are responsible for the acquisition or provision of technology;
- b. Make the Accessible Technology Policy publicly available, directly linked from an accessibility link on [www.oregonstate.edu](http://www.oregonstate.edu) and located on the OSU accessibility webpage; and

- c. Include the Accessible Technology Policy in the OSU policy manual or any similar publication.

41. For the term of this Agreement, OSU will:

- a. Upon hire, provide the Accessible Technology Policy to all: (1) instructional employees, instructional contractors, and instructional volunteers, and (2) administrative employees, administrative contractors, and administrative volunteers who are responsible for the acquisition or provision of technology; and
- b. Annually provide the Accessible Technology Policy to all: (1) instructional employees, instructional contractors, and instructional volunteers, and (2) administrative employees, administrative contractors, and administrative volunteers who are responsible for the acquisition or provision of technology.

42. Within 90 days of hiring the Implementation Coordinator or the Effective Date, whichever is later, OSU shall enact a Service Resolution Process consistent with this Agreement. The Service Resolution Process will establish unified procedures within DAS for receiving and resolving Blind students' complaints related to denial, deficiency (including ineffectiveness), or untimeliness of appropriate disability-related accommodations, including alternate formats (collectively referred to as "Blind Student Complaints" below). The Service Resolution Process will establish Accessible methods of making complaints and will require notice to the Implementation Coordinator of any Blind Student Complaint. The student's assigned DAS access advisor shall be responsible for addressing and resolving Blind Student Complaints, including by providing appropriate communication of the process and outcome to the student. The DAS access advisor's resolution of a Blind Student Complaint shall be documented by a statement containing a description of the concern and how it was resolved. The Service Resolution Process will provide for escalating unresolved concerns to OSU's Equal Opportunity & Access office ("EOA") and the steps of appellate review of the DAS access advisor's initial decision. The Service Resolution Process's unified procedures will allow Blind students to escalate their Blind Student Complaint to someone other than their assigned DAS access advisor in the event their Blind Student Complaint involves their assigned DAS access advisor. The Service Resolution Process will require notice of the availability of the resolution process when Blind students register with DAS for disability accommodations. OSU will work with the Consultant to develop this process and agrees to give substantial consideration to the Consultant's formal, written recommendations and to not unreasonably reject or modify those recommendations.

43. Within ten (10) business days after enacting the Service Resolution Process, OSU shall:

- a. Provide it in an Accessible format to all Blind students registered with DAS for accommodations, post it on DAS's website and update DAS's Student Handbook to reflect these additional Service Resolution Process procedures;
- b. Distribute the Service Resolution Process by email to all: (1) instructional employees, instructional contractors, and instructional volunteers, and

- (2) administrative employees, administrative contractors, and administrative volunteers who are responsible for any function within DAS; and
  - c. Make the Service Resolution Process publicly available, directly linked from an accessibility link on [www.oregonstate.edu](http://www.oregonstate.edu) and located on the OSU accessibility webpage.
44. For the term of this Agreement, OSU will:
- a. Upon hire, provide the Service Resolution Process to all: (1) instructional employees, instructional contractors, and instructional volunteers, and (2) administrative employees, administrative contractors, and administrative volunteers who are responsible for acquisition or provision of technology; and
  - b. Annually provide access to the Service Resolution Process Policy to all: (1) instructional employees, instructional contractors, and instructional volunteers, and (2) administrative employees, administrative contractors, and administrative volunteers who are responsible for the acquisition or provision of technology.

45. Within 180 days of the Effective Date, OSU will adopt or revise its written acquisition processes or policies to incorporate the requirements of this Agreement, including the requirements of Paragraph 30, *supra*. The acquisition process or policy shall require OSU to provide express notice to IT vendors of the requirement to acquire technology that complies with all applicable Accessibility Standards, and to require IT vendors to expressly warrant in writing that any technology provided is Accessible. OSU will work with the Consultant to develop this procedure or policy and agrees to give substantial consideration to the Consultant's formal, written recommendations and to not unreasonably reject or modify those recommendations.

**F. Training.**

46. Within 180 days of the Effective Date, OSU will provide training to personnel who are assigned and responsible for creating, or coordinating the third-party creation of, Accessible Curricular Materials for Blind students. The training will cover:

- a. Methods of creating Accessible digital documents, and methods of remediating inaccessible digital documents, including the addition or remediation of headings, alternative text, the accessibility of material provided in links and multimedia, and technical considerations for making math and science content (*e.g.*, equations, graphs, and tables) Accessible;
- b. Proofreading and remediating scanned text submitted to optical character recognition;
- c. Alternative text describing multimedia;
- d. Providing images in tactile formats and converting materials into Braille, consistent with the applicable BANA standards;

- e. Internal procedures applicable to each of these tasks, including how they can be achieved on a timely basis and what steps to follow if timely access cannot be achieved; and
- f. Guidance on the above-topics specific to workers acting in the role of classroom assistants or research assistants for Blind students.

47. Within 180 days of hiring the Implementation Coordinator or the Effective Date, whichever is later, OSU shall implement a training program for OSU's academic or instructional faculty that addresses the requirements of the ADA and Section 504, this Agreement, DAS procedures, and available resources and grievance and Service Resolution processes as they apply specifically to Blind students. The training shall be provided on a regular basis, not less frequent than annually, to OSU's academic or instructional faculty. The training may be provided in live or online sessions. The training will cover:

- a. The requirements of Title II of the ADA and Section 504;
- b. OSU's resources for students and instructors on disability-related matters, including, but not limited to, the identity and functions of DAS, the identity and functions of the Implementation Coordinator, the identity and functions of OSU's designee for coordinating OSU's response to disability-related grievances, OSU's student accommodation process and procedures including instructors' roles and responsibilities in that process;
- c. Common assistive technologies and other auxiliary aids and services used by Blind students in interacting with computers, websites, and equipment, and in learning in and outside of the classroom;
- d. Common technological accessibility barriers encountered by Blind students, including those found on websites, in various document formats, and equipment and devices used in laboratories and classrooms;
- e. Common methods, resources, personnel, and time frames used in ensuring the accessibility of Curricular Materials;
- f. The means by which one creates and provides Accessible Curricular Materials in the classroom setting or by delivery electronically through course websites, LMS, or email;
- g. An overview of Accessibility Standards; and
- h. Consideration of selecting course texts that have Accessible electronic formats.

48. For persons who are to receive training under this Agreement, but who do not receive the training at its regularly scheduled date (*e.g.*, because they were on leave from OSU, because they began their affiliation with OSU after the training date, or because they assumed a position within OSU for which training is required after the training date), OSU shall provide the training to such persons within sixty (60) days after the individual's commencement of or return to service to OSU in a position covered by the training requirements.

49. In any student orientation program for OSU students (including first-year students, transfer students, and graduate students), OSU shall offer a presentation, either as a stand-alone

module or as part of other orientation programs, on the disability-related resources available to OSU students. The training shall cover:

- a. The functions of DAS and EOA; the process for registering for accommodations; the Service Resolution Processes for Blind students; provision of written information (in an Accessible format where appropriate) on the same topics; and any other matters determined by OSU to be relevant to the experience of Blind students.

50. OSU shall work with the Consultant to develop the aforementioned trainings and shall give substantial consideration to the Consultant's formal, written recommendations and to not unreasonably reject or modify those recommendations.

**G. Third-Party Consultant Services.**

51. As of the Effective Date, OSU has retained a Consultant, who was recommended and approved by the NFB, to assist with the fulfillment of certain responsibilities under this Agreement, including those referred to in Paragraphs 30, 37-39, 42, 45, and 50, and to make formal, written recommendations to improve the operational efficiency of DAS and quality of its services to Blind students. To arrive at these recommendations, the Consultant will, for example:

- a. evaluate OSU's DAS office to determine whether it is adequately staffed and uses effective and appropriate practices to assist Blind students (including its accommodations process);
- b. assist OSU to develop a plan to remedy any inadequacies or other problems identified in their evaluation of the DAS office;
- c. consider best practices for selecting and training classroom and research assistants for Blind students; and
- d. consider best practices for effectively facilitating the cooperation of faculty in producing Accessible Curricular Materials for Blind students.

52. For each term in this Agreement where OSU agrees to give substantial consideration to the formal, written recommendation of the Consultant, OSU will provide the NFB written notice of the Consultant's formal, written recommendation within 60 days of receiving it. If OSU does not implement or adopt, or modifies, the Consultant's formal, written recommendation, OSU will provide the NFB written notice that includes an explanation of its reasoning for rejecting or modifying the Consultant's formal, written recommendation, and what course of action it elected to adopt instead. OSU will provide such written notice to the NFB within 60 days of choosing to reject or modify the Consultant's formal, written recommendation.

**H. Undue Burden and Fundamental Alteration Determinations.**

53. For any requirement in this Agreement for which OSU asserts undue burden or fundamental alteration, such assertion may only be made by the President of OSU or an individual designated by the President. Such an assertion must consider all financial and/or

administrative options and resources available for use in the funding and operation of the implicated service, program, or activity.

54. Any assertion of an undue burden or fundamental alteration exception under this Agreement must be accompanied by a written statement of the reasons for reaching that conclusion, including OSU's available funding, administrative, and other resources, and the cost and administrative effects of meeting the requirement, where relevant. The written statement will be certified by the determining official (President or designated official). If such a determination is made, OSU will take, and will specify in the written statement, any other action that would not result in such an alteration or such burdens but would nevertheless ensure, to the maximum extent possible, that Blind students receive the Equally Effective Alternate Access to any implicated OSU programs, services, or activities.

55. Paragraphs 53 and 54 of this Agreement do not, and are not intended to, impose additional requirements or obligations on OSU beyond those articulated in 28 C.F.R. § 35.164 or any subsequent amendment to this regulation.

#### **IV. SPECIFIC RELIEF**

56. In exchange for Claimants' full release of claims in Section VI of this Agreement, OSU agrees to pay a gross total settlement amount of Four Hundred and Seventy-Five Thousand and no/100 dollars (\$475,000.00) ("Settlement Sum") in full and final settlement of Claimants' claims, including but not limited to those in the Demand Letter and as contemplated in the Structured Negotiations Agreement. The Settlement Sum will be paid as follows:

- a. OSU shall issue a check payable to Brown Goldstein & Levy, LLP client trust account (for the benefit of Natalie Charbonneau) in the amount of Four Hundred and Seventy-Five Thousand and no/100 dollars (\$475,000.00). The parties agree that the Settlement Sum is intended to compensate Claimants for all recoverable damages and attorneys' fees and costs for which Claimants sought recovery. OSU will issue IRS Form 1099s for this amount, as required by law.
- b. The above-mentioned check shall be sent to Claimants' attorney, Jessica Weber, within 30 business days of the latter of: (1) the date that OSU's attorneys, Andrea H. Thompson or Matthew A. Tellam, receives a copy of this Agreement executed by Claimants; (2) the date that OSU's attorneys, Andrea H. Thompson or Matthew A. Tellam, receives IRS Form W-9s for Ms. Charbonneau, Brown, Goldstein & Levy, and Disability Rights Oregon; or (3) the Effective Date of this Agreement as defined in Paragraph 13.

57. Within 30 days of the Effective Date of this Agreement, OSU shall provide Natalie Charbonneau with a digitally Accessible map of OSU's campus.

#### **V. ATTORNEYS' FEES AND COSTS**

58. The parties agree that they shall bear their own respective costs and fees, including but not limited to attorneys' fees, except as provided for in Paragraph 56, in connection with the

Demand Letter, Structured Negotiation Agreement, this Agreement, and all other work performed related to this matter (collectively referred to as “Matter”).

59. Brown, Goldstein, & Levy LLP and Disability Rights Oregon (“Claimants’ Counsel”) performed work on this Matter on behalf of the NFB and students Natalie Charbonneau, Jennifer Doran, and Ashley Neybert. Claimants’ Counsel represents and warrants that the Settlement Sum satisfies all attorneys’ fees and costs that they are due, owed or remain owing for any work performed on this Matter, including but not limited to any attorneys’ fees or costs contemplated under the Structured Negotiations Agreement, whether performed on behalf of Claimants or any other person or entity, including but not limited to Jennifer Doran and/or Ashley Neybert. Therefore, the execution of this Agreement and payment of the Settlement Sum discharges any obligation OSU, the Released Parties, Claimants, Jennifer Doran and/or Ashley Neybert may have to compensate Claimants’ Counsel for any attorneys’ fees or costs for any legal services rendered in connection with this Matter.

60. Upon OSU’s payment of the Settlement Sum, Claimants’ Counsel hereby waives and forever releases any right to seek or recover additional or future attorneys’ fees or costs related to any work performed on this Matter, including work performed in their representation of the Claimants, Jennifer Doran and/or Ashley Neybert, except as permitted under Paragraph 70.

61. Claimants’ Counsel further represents and warrants that Jennifer Doran and Ashley Neybert have not incurred, and are not answerable for, any attorneys’ fees or costs owed to Claimants’ Counsel. Accordingly, Claimants’ Counsel agrees that they may not and will not state a bill, seek recovery, or pursue any liens for recovery of attorneys’ fees or costs associated with work performed on the Matter through the Effective Date from anyone, including but not limited to the Claimants, Jennifer Doran, Ashley Neybert, OSU, and/or the Released Parties.

62. Within three days from the Effective Date, Claimants’ Counsel shall provide written notice to Jennifer Doran and Ashley Neybert stating, verbatim, that:

“All attorneys’ fees and costs owed to Brown, Goldstein, & Levy LLP, Disability Rights Oregon, and/or the National Federation of the Blind in connection with this Matter have been fully satisfied. You are considered not to have incurred, nor to be answerable for, any attorneys’ fees or costs owed to Brown, Goldstein, & Levy, LLP, Disability Rights Oregon, and/or the National Federation of the Blind for any legal services performed in conjunction with Brown, Goldstein, & Levy LLP and Disability Rights Oregon’s prior representation of you in matters with OSU. Further, Brown, Goldstein, & Levy LLP, Disability Rights Oregon, and the National Federation of the Blind will not seek any attorneys’ fees or costs or assert any liens arising from Brown, Goldstein, & Levy LLP and Disability Rights Oregon’s prior representation of you in connection with matters involving OSU. Please respond with your confirmation and acknowledgment.”

63. Claimants’ Counsel shall send OSU’s counsel, Andrea H. Thompson and Matthew A. Tellam, copies of all notices sent to Jennifer Doran and Ashley Neybert pursuant to Paragraph 62, as well as any response received from Jennifer Doran or Ashley Neybert, and agree to reasonably cooperate with OSU, within the confines of applicable professional rules of conduct, to effectuate the intent of this Section V.

## VI. RELEASE

64. In exchange for the promises and payments described herein, Claimants, defined to include Ms. Charbonneau's heirs, beneficiaries, executors, administrators, successors, and assigns and the NFB, agree to and hereby do release, waive, and forever discharge OSU, together with each and every one of its current and former directors, officers, trustees, servants, agents, employees, attorneys, insurers, subsidiaries, affiliates, divisions, successors, joint ventures, partnerships, predecessor or successor organizations, assigns, and any third-party entities with which OSU conducts business, including suppliers, customers, vendors, and each respective entity's employees (collectively, the "Released Parties" or separately "Released Party"), from all claims, demands, liabilities, suits, and actions, causes of action, or controversies of any nature whatsoever, whether known or unknown, accrued or not accrued, that exist as of the date Claimants sign this Agreement and that arise out of or relate to anything described in the Demand Letter and Part I of this Agreement, any issues raised in negotiating this Agreement, such as the provision of Accessible maps, or any act or omission related to Natalie Charbonneau, Jennifer Doran, or Ashley Neybert's enrollment at OSU that occurred on or before the Effective Date of this Agreement (collectively, "Release"). This Release includes, without limitation, any and all claims under any state, federal or local law or other authority, including, without limitation, Title II of the Americans with Disabilities Act; Section 504 of the Rehabilitation Act of 1973; Oregon Revised Statute 659A.112; and any regulations under or amendments of such authorities that arise out of or relate to Natalie Charbonneau, Jennifer Doran, or Ashley Neybert's enrollment at OSU. This Release further extends to all claims of any kind under any constitutional, contract, tort or other legal, equitable or statutory theories, including but not limited to claims for breach of contract, tortious interference with contract, or claims under state and U.S. constitutions, that exist as of the date Claimants sign this Agreement and that arise out of or relate to Natalie Charbonneau's, Jennifer Doran's, or Ashley Neybert's enrollment at OSU.

65. For the avoidance of all doubt, this Release includes claims which the Claimants may be unaware, but occurred before the Effective Date of this Agreement. Claimants expressly waive the benefit of any rule or law that provides, in sum or substance, that a release does not extend to claims which a party does not know or suspect to exist in their favor at the time of executing the release, and which, if known by them, would have materially affected their settlement with the other party. Claimants agree that this release of unknown claims is fairly and knowingly made, and includes but is not limited to claims arising from or related to any information they may learn from any disclosure by OSU or communications made by OSU to Claimants pursuant to this Agreement.

66. Claimants represent that they are not a party in any pending lawsuit, civil action or claim in court of any kind against any Released Party. Claimants further represent that they have not filed charges with any federal or state agencies against any Released Party since 2019. In addition to waiving and releasing the claims covered by Paragraph 64, Claimants promise that they will not file, or cause to be filed, any judicial complaint or lawsuit involving any claims Claimants have released in this Agreement.

## VII. REPORTING, ENFORCEMENT, AND GENERAL PROVISIONS

67. Within 180 days of the Effective Date, and every 180 days thereafter for the term of this Agreement, OSU will submit a report to NFB detailing OSU’s compliance with this Agreement, including the requirements identified in Part III, “Remedial Actions,” *supra*, including:

- a. Developing and implementing the Accessibility Review Corrective Action Plan, described in Paragraphs 32-36, *supra*;
- b. Developing a plan to address third-party websites on which OSU places content or uses for web services that do not comply with Applicable Federal Regulations, or provide Equally Effective Alternate Access under this Agreement;
- c. Ensuring the learning management systems and instructional support applications used by OSU comply with Applicable Federal Regulations, or how Equally Effective Alternate Access is provided, if appropriate, under this Agreement;
- d. Ensuring complaints from Blind students made pursuant to, and in compliance with, the requirements of the Service Resolution Process in Paragraph 42, *supra*, are being addressed; and
- e. Ensuring the provision of Timely, Accessible Curricular Materials to Blind students.

Without including any personally identifiable information, OSU’s report will include the number and type of complaints OSU received pursuant to the Service Resolution Process, as set forth in Paragraph 42, *supra*, for that reporting period, as well as the number of such complaints that were resolved, with a brief general description of how each complaint was resolved. OSU’s report will also include information pertaining to the Consultant’s recommendations, subject to the parameters set forth in Paragraph 52.

68. If, after fully exhausting any relevant internal processes at OSU, a party to this Agreement believes that another party has not complied with any provision of this Agreement, or if a party intends to pursue any legal remedy related to disability discrimination concerning blindness against a party to this Agreement, including parties to the Release in Paragraph 64, the complaining party shall deliver prompt written notice to the other party (“Notice of Noncompliance”), including: (a) a reference to the specific provisions of the Agreement that are the subject of the notice; (b) a statement of the issues; (c) a statement of the remedial action sought by the complaining party; (d) a brief statement of the specific facts, circumstances and any other arguments supporting the position of the complaining party; and (e) a description of the internal OSU processes that were accessed, or that the party attempted to access, and the results of those processes. The party receiving the Notice of Noncompliance shall respond in writing to the notice within ten (10) business days of its receipt. The response shall describe the steps that the receiving party will take, if any, to cure the alleged noncompliance.

69. Within ten (10) business days after receipt of a response to a Notice of Noncompliance, or as soon as practicable, the parties shall meet and confer to attempt to reach an agreement regarding the matters identified therein. If the parties are able to agree upon a resolution, they shall work together in good faith to effectuate that resolution, including, as appropriate, modification of the Agreement. Any party may agree to extend any of the deadlines for an opposing party set forth in this or the preceding Paragraph without the necessity of modifying this Agreement.

70. No party to this Agreement may file a civil lawsuit, in any forum, related to this Agreement or any cause of action related to disability discrimination concerning blindness against a party to this Agreement, or any Released Party in Paragraph 64, unless that party has first exhausted the procedures in Paragraphs 68 and 69. If the meet-and-confer does not lead to a resolution of the dispute, then, no sooner than thirty (30) business days after providing the other parties with written notice of an intent to terminate the meet-and-confer process, and subject to the limitations in Paragraphs 71 and 72, any party, or any Released Party, may seek court enforcement of this Agreement or seek to vindicate any other legal right related to disability discrimination concerning blindness, which may include an order for specific performance of this Agreement. The parties agree that fees and costs for enforcement of this Agreement shall be awarded to the prevailing party and, in the case of claims to vindicate any legal right related to disability discrimination concerning blindness, in accordance with case law governing the application of attorneys' fees and costs under Title II of the ADA.

71. The parties acknowledge their mutual goal and intent in entering into this Agreement to ensure equal opportunity for Blind students. Accordingly, to effectuate their mutual goal and intent, the parties acknowledge that they may not bring a breach of contract claim or seek court enforcement of this Agreement if the other party has demonstrated only:

- a. unknowing acquisition or use of inaccessible EIT, as long as OSU has followed the requirements of Paragraph 30, *supra*;
- b. failure to comply with any provision of this Agreement, or obligation imposed by this Agreement, if such provision or obligation requires cooperation, participation, interaction, or prompt notification from the Blind student, and, in the instance leading to OSU's failure to comply, the Blind student does not, in good faith, cooperate, participate, interact with, or notify OSU. OSU acknowledges that, notwithstanding the foregoing terms in Paragraph 71(b), OSU must still work to provide the Blind student with Equally Effective Alternate Access, to the greatest extent possible, in light of the Blind student's lack of good faith cooperation, participation, or interaction;
- c. failure to conform web technology or software to Accessibility Standards where OSU can demonstrate that its noncompliance has such a minimal impact on Claimants' access that it would not affect their ability to use OSU's web technology or software to do any of the following in a manner that provides substantially equivalent timeliness, privacy, independence, and ease of use:
  - i. access the same information as individuals without disabilities;

- ii. engage in the same interactions as individuals without disabilities;
  - iii. conduct the same transactions as individuals without disabilities;  
and
  - iv. otherwise participate in or benefit from the same services,  
programs, and activities as individuals without disabilities; or
- d. a failure to comply with Paragraph 21, so long as OSU has otherwise complied with this Agreement within applicable time periods. Claimants retain the right to bring a civil action under an applicable statute or regulation to vindicate any statutory rights contemplated by Paragraph 21, in accordance with the requirements of Paragraphs 68-70.

72. For each provision in this Agreement or in the revised policies and procedures to be developed with the Consultant that requires cooperation from Blind students in need of Accessible or Alternative Access to Curricular Materials or EIT, Claimants acknowledge and agree that they must cooperate, interact, respond to OSU's good faith requests, and participate in good faith with OSU to identify and remove barriers to the provision of Accessible or Alternative Access to Curricular Materials or EIT.

73. This Agreement will remain in effect for five (5) years from the Effective Date.

74. This Agreement, including Appendix A, contains the entire agreement of the parties concerning the subject matter described in the Demand Letter and in Part I, "Background," *supra*, and any issue raised during the negotiation of this Agreement, and no other statement, promise, or agreement, either written or oral, made by any party, or agent of any party, that is not contained in this Agreement will be enforceable.

75. Any notice or communication required or permitted to be given to the parties herein shall be given in writing by email, overnight express mail, or U.S. first class mail, addressed as follows:

**For NFB and Natalie Charbonneau:**

Jessica P. Weber  
Brown, Goldstein & Levy, LLP  
120 E. Baltimore Street, Suite 2500  
Baltimore, MD 21202  
jweber@browngold.com

**For OSU:**

Office of General Counsel  
Attn: Rebecca Gose  
Oregon State University  
524 Kerr Admin Bldg  
Corvallis, OR 97331  
rebecca.gose@oregonstate.edu

Andrea H. Thompson  
Matthew A. Tellam  
Stoel Rives, LLP  
760 SW Ninth Avenue, Suite 3000  
Portland, OR 97205  
andrea.thompson@stoel.com  
matt.tellam@stoel.com

76. Except as otherwise provided for by this Agreement, any modification of this Agreement requires the written consent of all parties; provided that, the parties may agree in writing to extend the applicable deadlines specified in this Agreement, other than its termination. The parties acknowledge that the Consultant is a critical and integral component of administering and satisfying the obligations specified in this Agreement. The parties further acknowledge that the Consultant may recommend modifying the sequence in which certain obligations under this Agreement are performed or satisfied, or the Consultant may recommend modifying the duration or deadline by which OSU must perform or satisfy certain obligations under this Agreement. In light of the foregoing acknowledgments, the parties will not unreasonably deny requested modifications to this Agreement (including but not limited to the sequencing or timing of specified obligations) if made by the requesting party in advance of any deadline, and following the requesting party's due diligence to perform or satisfy the term for which modification is requested.


77. Failure by any party to enforce this Agreement, or any part of it, pursuant to its terms with respect to any instance or provision, will not be construed as a waiver to enforce the Agreement with regard to any instances or provisions.

78. The signatories represent that they have the authority to bind the respective parties identified below to the terms of this Agreement.

79. This Agreement may be executed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

[Signature page follows]

By: Jayathi Murthy  
Title: President

DocuSigned by:  
  
09B46A813F834CB...

Date: 4/6/2026 | 12:16:11 PDT

OSU

By:

Signed by:  
  
2AF01F35E27A4DA...

Date: 3/17/2026

Natalie Charbonneau


By: Mark A. Riccobono  
Title: President

Signed by:  
  
6892EDC8491D4B5...

Date: 3/17/2026

NFB


By: Jessica P. Weber

Signed by:  
  
8E29A72354E7409...

Date: 3/18/2026

Brown, Goldstein, & Levy LLP

By: Tom Stenson

DocuSigned by:  
  
E3F17ECDEE0D490...

Date: 3/17/2026

Disability Rights Oregon

## APPENDIX A

Absent a written agreement between OSU and Natalie Charbonneau modifying these guidelines or new protocols developed by DAS pursuant to this Agreement, the parties agree that the following default accessible format types, instructions and delivery methods will be used for Ms. Charbonneau's registered coursework and research materials requiring remediation upon the Effective Date of this Agreement, without the need for Ms. Charbonneau to identify remediation requirements prior to each term. The parties understand that there may be occasional unforeseen issues that arise, depending on the nature of the materials or remediation tool limitations, that may require deviation from these formats and delivery methods. Where more than one format type or delivery method is identified, OSU may select the format or delivery method.

### **Natalie Charbonneau**

1. Documents/print materials:
  - a. WORD with MathType or HTML with MathML, MathJAX, TEX, LaTeX, or similarly agreed-upon code for mathematical and chemical notation
  - b. Do not remove images, labels or captions associated with images in text (such as "Figure 1" or "Figure 1: Graph Demonstrating X"). Include figure captions as subheadings within the file.
  - c. Delivery: rolling basis (provided on timeline in accordance with Agreement)
  - d. Delivery Method: BOX
2. Images:
  - a. Pedagogically relevant (per instructor)
    - i. Maps: embossed (any file type)
    - ii. Graphs: embossed (any file type)
    - iii. Other images where tactile graphic is necessary to convey full meaning: embossed (any file type)
    - iv. Simple images where meaning can be fully conveyed through image description: text or audio description
    - v. Embossing:
      - (1) Differentiation of multiple graph lines, color, shading, and other components of image necessary to convey full meaning
      - (2) All data points, with effective differentiation, within one tactile graphic, although the tactile graphic may be rendered across multiple pages to ensure it is large enough to convey its full meaning. Where multiple pages are used, Braille should be used directly on the graph where feasible.
      - (3) Printed ink over raised lines and dots that are part of the image

- (4) No “simulated Braille” (inked dots) over the Braille. Instead, the text embossed in Braille should be printed in text somewhere on the paper.
  - b. Non-pedagogically relevant (per instructor): text or audio description, as needed
  - c. Delivery: rolling basis (provided on timeline in accordance with Agreement)
  - d. Delivery method (for tactile graphic): UPS, email notice to student when files have been delivered to carrier, along with a list of items included in delivery
3. Braille:
- a. Grade 2
  - b. Math format: Nemeth code

**Additional Acknowledgments by Natalie Charbonneau**

Required Curricular Materials will take priority over supplemental, optional and/or non-pedagogically relevant materials.

For course materials that instructors do not provide to the class (that all students are expected to obtain independently), Ms. Charbonneau is responsible for independently obtaining these materials, either by purchasing them, obtaining them from the library, or through other legal means, and providing proof to DAS that Ms. Charbonneau has lawfully obtained a copy of the material. Although DAS may wait to provide remediated materials to Ms. Charbonneau until it has received proof that Ms. Charbonneau has lawfully obtained the material she needs remediated, DAS may still begin remediating the material before Ms. Charbonneau has provided such proof to avoid delays.