

**Resolution Agreement
Winchester Public Schools
Case Number 01-16-1314**

The U.S. Department of Education, Office for Civil Rights (OCR), initiated an investigation into allegations that Winchester Public Schools (District) violated Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II) and its implementing regulation at 28 C.F.R. Part 35. Specifically, the Complainant, who is not a member of the District community, alleged that the District's website contained barriers to access for people with disabilities, thereby denying them an equal opportunity to participate in the District's programs, services, and activities.

Prior to the completion of OCR's investigation, the District agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual* (CPM). This resolution does not constitute an admission that the District is out of compliance with Section 504, Title II, and/or their implementing regulations. Accordingly, to ensure compliance with Section 504, Title II, and their implementing regulations and to resolve the issues of this investigation, the District agrees to take the actions set forth below.

Assurances of Nondiscrimination. The District hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the District's programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration.

Benchmarks for Measuring Accessibility. Solely for the purposes of this Agreement, the accessibility of online content and functionality will be measured according to the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content, which are incorporated by reference.

Adherence to these accessible technology standards is one way to ensure compliance with the District's underlying legal obligations to ensure people with disabilities are able to acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as their nondisabled peers, with substantially equivalent ease of use and that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any of the District's programs, services, and activities delivered online, as required by Section 504, Title II, and their implementing regulations.

Remedies and Reporting

1. Creation of a Strategic Action Plan. Within ninety (90) days of entering into this Agreement, the District will develop a detailed Strategic Action Plan to do the following: (1) create its procedures designed to address new online content, (2) set up a system to review and ensure the accessibility of its most highly trafficked online content, (3) develop a process to ensure that remaining content required for school district

communication activities is made accessible expediently, (4) develop and deliver website accessibility training to relevant employees; (5) define a detailed approach to ensure that its existing content is appropriately updated to reflect the needs of the school district; (6) address how it will publicize to the community by email or on the District website that any accessibility concerns will be remedied appropriately and expediently; (7) address how individuals accessing the District website may report barriers to accessibility and usability and (8) incorporate specific benchmarks, including timeframes, and internal auditing efforts that the District will implement on a periodic basis moving forward. The District will share this Strategic Action Plan with OCR by December 22, 2017.

2. Proposed Policies and Procedures Regarding New Online Content and Functionality. Within sixty (60) days of the creation of the Strategic Action Plan, the District will submit to OCR for its review and approval proposed procedures to ensure that all new, newly-added, or modified online content required for school district communication or related activities will strive to be accessible to people with disabilities as measured by conformance to the Benchmarks for Measuring Accessibility set forth above, except where doing so would impose a fundamental alteration or undue burden, or could interfere with academic freedom.
 - a) When fundamental alteration or undue burden defenses apply, the District will follow federal legal requirements to provide effective alternative access. In providing equally effective alternate access, the District will take any reasonable actions that do not result in a fundamental alteration or undue financial and administrative burdens to ensure that individuals with disabilities receive the same benefits or services as their nondisabled peers. To provide equally effective alternate access, alternate access is not required to produce the identical result or level of achievement for persons with and without disabilities, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting appropriate to the person's needs.
 - b) Reporting: Within thirty (30) days of receiving OCR's approval, the District will officially adopt, and fully implement the procedures referenced in Section 2.
 - c) Reporting: Within forty-five (45) days of receiving OCR's approval, the District will submit to OCR evidence of their distribution, and a description of how they are being implemented.
3. Undue Burden and Fundamental Alteration Documentation. For any technology-related requirement in this Agreement for which the District asserts an undue burden or fundamental alteration defense, such assertion may only be made by an individual designated by the Superintendent, after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion, including the cost of meeting the requirement and the available funding and other resources. If such a determination is made, the District will describe in the written statement how it will provide equally effective alternate access, *i.e.*, other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent

possible, individuals with disabilities receive the same benefits or services provided by the District as their nondisabled peers. These files will be maintained by the Section 504 Coordinator.

4. Training. Starting no later than sixty (60) days from the date of this Agreement, and annually thereafter, the District will deliver website accessibility training concerning the Strategic Action Plan and the requirements of Section 504 and Title II with regard to website accessibility to all appropriate personnel, who may be responsible for developing, loading, maintaining, or auditing website content and functionality.
5. Reporting: The District will provide to OCR two interim reports due April 2, 2018, and September 1, 2018, and a final report due January 2, 2019, of its efforts to effectuate this Agreement and these ongoing efforts to maintain web accessibility. The District agrees to provide upon request further information to satisfy any specific concerns OCR may raise following the submission of each report and until OCR closes the monitoring of this Agreement.
6. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled the terms of this Agreement in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.4 (a) and (b), and Title II, at 28 C.F.R. §§ 35.130 and 35.160, which were at issue in this case. The District understands that OCR will be under no legal obligation to close its monitoring as of any specific date. However, within thirty days (or a similarly reasonable timeframe) after the District submits its final report, and assuming that OCR in good faith does not raise specific compliance concerns with regard to any reporting obligations set forth in this Agreement, there will be a rebuttable presumption that OCR will close its monitoring of the District and this Agreement at that time.
7. The District also 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 this Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may request such additional reports or data as is relevant and necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504, at 34 C.F.R. §§ 104.4 (a) and (b), and Title II, at 28 C.F.R. §§ 35.130 and 35.160, which were at issue in this case.
8. The District 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 this Agreement, OCR shall give the District 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 District's representative below.

/s/
Melony M. Brady-Shanley, Superintendent
Winchester Public Schools

10/2/17
Date