

RESOLUTION AGREEMENT
University of Vermont
OCR Complaint No. 01-17-2017

The University of Vermont and State Agricultural College (University) has voluntarily entered into this agreement (Agreement) to resolve the allegations in the above-referenced complaint. The University assures that it will take the following actions and will meet its obligation to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 (Title II) or any other law enforced by OCR. The University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to complement the ongoing web accessibility work already underway at the University and to resolve the issues of this investigation, the University agrees to take the actions set forth below.

Nothing contained in this Resolution Agreement shall be construed to be an admission of fault or liability on the part of the University.

Assurances of Nondiscrimination. The University hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the University'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. 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 University'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; that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any of the University's programs, services, and activities delivered online, as required by Section 504 and Title II and their implementing regulations; and that they receive effective communication of the University's programs, services, and activities delivered online.

Remedies and Reporting

1. Audit of Existing Content and Functionality. The University will work with a mutually approved Auditor to audit the content and functionality on its website, including, but not limited to, the home page, subordinate pages, and intranet pages and sites, to identify any online content or functionality that is inaccessible to persons with disabilities.

The purpose of this Audit is to supplement the audits recently undertaken by the University, which informed the work of the University's ADA Technology Accessibility Task Force. The Audit shall assess, utilizing generally accepted methods in the industry, (a) all webpages not identified or reviewed in the University's web accessibility audits conducted in 2016 and 2017, including all newly-created webpages; and (b) all webpages substantially revised since the University's web accessibility audits conducted in 2016 and 2017, including all webpages revised as a result of the web accessibility audits conducted in 2016 and 2017. The Audit expressly excludes online content and functionality developed by, maintained by, or offered through a third party vendor or an open source.

The Auditor will have sufficient knowledge and experience in website accessibility for people with disabilities to carry out all related tasks, including informing the University's creation of a Proposed Corrective Action Plan. The Audit will use the Benchmarks for Measuring Accessibility set out above, unless the University receives prior permission from OCR to use a different standard as a benchmark. During the Audit, the University will provide opportunities for members of the public with disabilities, including parents, students, employees, and others associated with the University, and other persons knowledgeable about website accessibility, to provide input regarding the accessibility of its online content and functionality.

- a) Selection of Auditor: By March 15, 2018, the University will submit the *bona fides* of its proposed Auditor to OCR for review and approval. OCR will evaluate whether the proposed Auditor has the requisite experience and knowledge to carry out an appropriate Audit and to inform the University's creation of a Proposed Corrective Action Plan.
 - b) Reporting: Within one-hundred and twenty (120) calendar days of receiving OCR's approval of the proposed Auditor, the University will submit to OCR documentation of the steps taken by the Auditor during the Audit, a description of the outreach it undertook and the input it received, and a summary of the results of the Audit.
2. Proposed Corrective Action Plan. Within ninety (90) calendar days of receiving the results of the Audit, the University will submit to OCR for its review and approval a proposed Corrective Action Plan. Any proposed Corrective Action Plan shall address issues of existing inaccessible content and functionality identified during the University's Audit. The proposed Corrective Action Plan will set out a detailed schedule for: (1) addressing problems, taking into account identified priorities, with appropriate corrective actions to be completed within 18 months of the date OCR approves the Corrective Action Plan; (2) setting up systems of accountability and verifying claims of accessibility by vendors or open sources; and (3) setting up a system of testing and accountability to maintain the accessibility of online content and functionality on an ongoing basis.
 - a) Reporting: Within forty-five (45) calendar days of receiving OCR's approval of the proposed Corrective Action Plan, the University will submit to OCR documentation establishing that the approved Corrective Action Plan is being implemented according

to the approved schedule. Reports will be due every sixth months thereafter until the Corrective Action Plan has been completed.

3. Proposed Policies and Procedures Regarding New Online Content and Functionality.

- a) Concurrent with submission of a Proposed Corrective Action Plan for existing content and functionality, the University will submit to OCR for its review and approval a proposed policy statement affirming its commitment to ensuring continued access (“the Policy Statement”) to online content and functionality 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.

When fundamental alteration or undue burden defenses apply, the Policy Statement will require the University to provide equally effective alternative access. The Policy Statement will require the University, in providing equally effective alternate access, to take any actions that do not result in a fundamental alteration or undue financial and administrative burdens, but nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the same benefits or services as their nondisabled peers. To provide equally effective alternate access, alternates are 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.

The University will further propose procedures (“the Procedures”) effectuating the Policy Statement to facilitate continued access to online content and functionality. The Procedures must include sufficient quality assurance procedures, backed by adequate personnel and financial resources, for implementation. This provision also applies to the University’s online content and functionality developed by, maintained by, or offered through a third-party vendor or by using open sources, which may be achieved through receipt of assurance from such vendor.

- b) Reporting: Within forty-five (45) calendar days of receiving OCR’s approval on the Policy Statement and Procedures, the University will submit to OCR evidence of their adoption and distribution and a description of how they are being implemented.

4. Undue Burden and Fundamental Alteration. For any technology-related requirement in this Agreement for which the University asserts an undue burden or fundamental alteration defense, such assertion may only be made by the Senior Vice President and Provost of the University or by an individual designated by the Senior Vice President who has budgetary authority 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 estimated cost of meeting the requirement. The written statement will be certified by the determining official. If such a determination is made, the certifying official 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 reasonably possible, individuals with disabilities receive the same benefits or services provided by the University as their nondisabled peers.

5. Notice. Concurrent with submission of a Proposed Corrective Action Plan for existing content and functionality, the University will submit to OCR for review and approval a proposed notice to persons with disabilities regarding how to request the webmaster or other appropriate person to provide access to (or notify the University regarding) online information or functionality that is currently inaccessible (“Notice”). The proposed Notice will also include information or an accessible link to information instructing people how to file formal grievances under Section 504.
 - a) Reporting. Within ten (10) calendar days of receiving OCR’s approval of the proposed Notice, the University will officially adopt and prominently post the approved Notice on its home page and throughout its website (including all subordinate pages and intranet sites).
 - b) Reporting. Within forty-five (45) calendar days of receiving OCR’s approval of the University’s proposed Notice, the University will provide documentation to OCR regarding the locations and content of its published Notice.

6. Training. During the term of this Agreement, the University will provide website accessibility training to all appropriate personnel, including, but not limited to: content developers, webmasters, appropriate procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality, as follows: (1) for all new personnel working in these areas within thirty (30) calendar days of hire, and (2) refresher training annually for all personnel working in these areas beginning in Fiscal Year 19.
 - a) Reporting: Until such time as OCR closes the monitoring of this Agreement, the University shall annually submit, within thirty (30) days of the close of its fiscal year on June 30, a report detailing delivery of the training required by this Agreement. The documentation will include a list of invitees and attendees, including titles; a description of the delivered training content; and the presenters’ credentials for giving such training.

7. Interim Timelines. The University has agreed in good faith to the interlineated timelines included in this Agreement. Should the University determine that, despite its good faith and timely efforts, a reasonable amount of additional time is required to complete certain agreed-upon actions, it will submit a request, with supporting information, to OCR to modify those timelines.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University to 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 and is in compliance with the regulations

implementing Section 504 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in this case. The University understands that OCR will not close the monitoring of the Agreement until such time that OCR determines the University has fulfilled the terms of the Agreement and is in compliance with the statutes and regulations that were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close this 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 this Agreement, OCR shall 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.

By: /s/ _____ Date: 2/15/18 _____
Wanda Heading-Grant
Vice President for Human Resources, Diversity, and Multicultural Affairs
University of Vermont and State Agricultural College