

**Resolution Agreement
Lesley University
Complaint No. 01-17-2258**

The U.S. Department of Education, Office for Civil Rights (OCR), initiated an investigation into allegations that Lesley University (University) violated Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104. Specifically, the complainant alleged that specific pages on the University's public website contained barriers to access for people with disabilities.

Prior to the completion of OCR's investigation, the University agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's *Case Processing Manual* (CPM). Accordingly, to ensure compliance with Section 504 and its implementing regulation and to resolve the issues of this investigation, the University agrees to take the actions set forth below. This resolution does not constitute an admission that the University is out of compliance with Section 504 and/or its implementing regulation, nor does it constitute a determination by OCR that the University has violated any of the laws that OCR enforces.

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 and 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 its implementing regulation.

Remedies and Reporting

- 1) Creation of a Task Force to Develop a Strategic Action Plan. Within thirty (30) days of entering into this Agreement, the University will develop a Task Force made up of qualified members of the University community to develop a detailed Strategic Action Plan to (A) review (and revise, as necessary) its policies and procedures designed to address all new content and functionality, (B) set up a system to review and ensure the accessibility of its publicly accessible online content, (C) develop a process to ensure that, upon request, inaccessible content will be made accessible in an expedient manner and

consistent with the terms of this Agreement, and (D) develop and deliver website accessibility training. The Strategic Action Plan will also include opportunities for individuals accessing the University online environment to report barriers to accessibility and usability. To the extent that students and/or individuals with disabilities are not included on the Task Force, they will be consulted by the Task Force in the creation of the Strategic Action Plan. The University will share this Strategic Action Plan with OCR no later than sixty (60) days after establishing the Task Force.

- 2) Proposed Policies and Procedures Regarding New Online Content and Functionality. Within sixty (60) days of submitting the Strategic Action Plan to OCR, the University will submit to OCR for its review and approval proposed policies and procedures to ensure that new, newly-added, or newly-modified online content and functionality will be accessible to people with disabilities as measured by conformance to the Benchmarks for Measuring Accessibility set forth above, except where doing so is technically infeasible, would impose a fundamental alteration or undue burden, or would interfere with academic freedom.
 - a) When fundamental alteration or undue burden defenses apply, or where academic freedom is implicated, or where compliance with the Benchmarks for Measuring Accessibility is not technically feasible, the University will follow federal legal requirements to provide effective alternative access. In providing equally effective alternate access, the University will take 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) Within thirty (30) days of receiving OCR's approval, the University will officially adopt, and fully implement the proposed policies and procedures.
 - c) Reporting: Within forty-five (45) days of receiving OCR's approval, the University will submit to OCR evidence of the adoption and distribution of the policies and procedures and a description of how they are being implemented.
- 3) Undue Burden and Fundamental Alteration. For any technology-related requirement in this Agreement for which the University asserts an undue burden, fundamental alteration, or technical infeasibility defense, such assertion may only be made by the General Counsel, or an individual designated by the General Counsel, 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 University 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 University as their nondisabled peers. These files will be maintained by the Disability Services Office or the Office of the General Counsel.

- 4) Audit of Existing Content and Functionality. The University will propose for OCR's review and approval the identity and professional credentials of an Auditor (corporation or individual) to audit its publicly accessible online content to identify any online content or functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third-party vendor or an open source. The Auditor, whether a third-party consultant or University employee, will have sufficient knowledge and experience in website accessibility for people with disabilities to carry out all related tasks. 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.
 - a) Reporting: By March 1, 2018, the University will submit the professional credentials 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. Within ninety (90) 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 detailed accounting of the results of the Audit.
- 5) Assessment of Existing Content and Functionality. Upon receiving the results of the Audit, the University will draft an addendum to the Strategic Action Plan, which will define a detailed approach to ensure that the University's existing publicly accessible online content is appropriately updated to reflect the needs of the community and other users. Within this addendum, the University will list the content that the Audit identified as inaccessible. The University will then strive to make this content fully accessible within twelve (12) months. For all other content, the University currently works extremely hard – largely through its Office of Disability Services – to ensure that its community understands that any accessibility concerns are remedied appropriately and expediently. The University will further publicize these efforts and will seek to provide a dedicated accessibility and usability reporting tool on new and existing web content via an institutional template. This accessibility and usability reporting tool, as well as related accessibility tools, will be shared with the University community via email and on the University website for all to view.
- 6) Training. Starting no later than April 2018, and annually for the pendency of this Agreement, the University will deliver website accessibility training concerning, among other things, the goals and strategies set forth in the Strategic Action Plan to all appropriate personnel, including, but not limited to: content developers, web editors, procurement officials, and other personnel directly responsible for developing, loading, maintaining, or auditing web content and functionality. The training will include information about how to comply with the Benchmarks for Measuring Accessibility set forth above.

- 7) Summary Reporting: Given the ongoing nature of ensuring web accessibility on the University's campus and the extensive amount of new online content that will be created and assessed each academic year, the Strategic Action Plan will incorporate specific benchmarks, including timeframes, and internal auditing efforts that the University will implement on an ongoing basis moving forward. The University will provide to OCR a Summary Report of its efforts to effectuate this Agreement and these ongoing efforts to maintain web accessibility on campus by the beginning of the 2019-2020 academic year. The University will meet and consult with OCR following the submission of this Summary Report and agrees to provide upon request further information to satisfy any specific concerns OCR may raise at that time and until OCR closes the monitoring of this Agreement.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University 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), which were at issue in this case. The University 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 University submits its Summary 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 this Agreement at that time.

The University 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 University 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 University 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), which were at issue in 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.

_____/s/_____
Shirin Philipp
Vice President and General Counsel
Lesley University

_____/1/19/18_____
Date