

**Resolution Agreement  
Wentworth Institute of Technology  
Complaint No. 01-17-2273**

The U.S. Department of Education, Office for Civil Rights (OCR), initiated an investigation into allegations that Wentworth Institute (Institute) violated Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104 concerning the Institute's public web site. Prior to the completion of OCR's investigation, the Institute agreed to resolve the complaint pursuant to Section 302 of OCR's *Case Processing Manual* (CPM). The Institute has represented that it voluntarily engaged the Carroll Center for the Blind (Carroll Center) to perform a review of its public website. The Institute has further represented that addressing the areas to enhance accessibility identified in the Carroll Center's review will resolve the issues of this investigation and bring it into compliance with this Agreement. This resolution does not constitute an admission that the Institute is out of compliance with Section 504 or its implementing regulations. Accordingly, to ensure compliance with Section 504 and its implementing regulations and to resolve this investigation, the Institute agrees to take the actions set forth below.

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, or comparable accessibility standards which is incorporated by reference.

Adherence to the accessible technology standard is one way to ensure compliance with the Institute'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 when using the Institute's public website, with substantially equivalent ease of use, as required by Section 504 and its implementing regulations.

**Actions**

1. The Institute has designated content managers for each department who are the only individuals, other than the Director of Web & Digital Communications and the Director's staff, who have relevant permissions to modify or upload website content. Consistent with its current practice, the Institute will provide training to those managers on website accessibility and if content managers do not attend training, their permissions will be removed. If the Institute develops a new system for modifying and uploading public website content, it will similarly ensure that the individuals who are responsible for modifying and uploading content receive website accessibility training.
2. Consistent with its current practice, the Institute will maintain a notice on its main public webpage allowing individuals to report any accessibility issues and will respond appropriately to any concerns.

3. The Institute will correct the accessibility issues, consistent with WCAG 2.0 requirements, identified in the October 29, 2017, Carroll Center for the Blind “WCAG Compliance Audit” prepared for the Institute, which the Institute provided to OCR.
4. The Institute will conduct periodic assessments throughout each year, through the use of software such as SiteImprove, a contract with the Carroll Center for the Blind, or internal audits, to ensure that its public website is accessible according to WCAG 2.0 requirements. If the assessments identify any accessibility issues, the concerns will be addressed appropriately, except where doing so would impose a fundamental alteration or undue burden. When fundamental alteration or undue burden defenses apply, the Institute will follow federal legal requirements to provide effective alternative access. An assertion of an undue burden or fundamental alteration defense may only be made by an individual designated by the Institute’s President, after considering all resources available for use in the funding and operation of the public website 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 Institute 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 when using the Institute’s public website, provided by the Institute as their nondisabled peers.

### **Reporting Requirements**

1. By January 31, 2018, and again by June 30, 2018, the Institute will provide OCR with the following:
  - a) Documentation related to training content managers and implementing the system of ensuring that only trained content managers are allowed to upload to the website.
  - b) Copies of any concerns related to website accessibility received via the website accessibility notice or other means, and any documentation related to addressing such concerns;
  - c) Evidence that it has corrected all errors in the October 2017 Carroll Center report; and
  - d) Documentation demonstrating that the Institute has implemented its new system of periodic checks for accessibility issues (i.e., reports from SiteImprove, Carroll Center for the Blind, or internal audits) and documentation related to addressing any issues raised in the assessments.

The Institute understands that OCR will not close the monitoring of this Agreement until OCR determines that the Institute 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 Institute 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 Institute 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 the Institute and this Agreement at that time.

The Institute 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 Institute 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 Institute 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 Institute 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 Institute 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 Institute's representative below.

/s/

1/11/18

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Paula S. Sakey, Vice President  
Institutional Advancement  
Wentworth Institute of Technology

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Date