

**Voluntary Resolution Agreement**  
**Villanova University**  
**Case Number 03172159**

The U.S. Department of Education, Office for Civil Rights (OCR), and Villanova University (the University) enter into this agreement voluntarily to resolve the allegation in the above-referenced complaint. This agreement does not constitute an admission of liability, or non-compliance by the University. The University assures OCR, that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 794, and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

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, the University voluntarily agrees to take the actions set forth below.

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. The University has posted a Notice to persons with disabilities on its website and subordinate web pages regarding how to request the webmaster or other appropriate person to provide access to (or notify the University regarding) online information or functionality on its website that is currently inaccessible, along with an accessible link to information instructing people how to file formal grievances under Section 504.

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 techniques for web content, which are incorporated by reference.

Substantial 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 University programs, services, and activities delivered online, as required by Section 504 and its implementing regulations; and that they receive effective communication of the University's programs, services, and activities delivered on its website.

**Remedies and Reporting**

- 1) Proposed Policies and Procedures Regarding New Online Content and Functionality. By May 31, 2018, the University will submit to OCR for its review and approval a proposed policy and/or procedures ("the Plan for New Content") to ensure that all new, newly-added, or modified online content and functionality on its website will 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.

- a) When fundamental alteration or undue burden defenses apply, the Plan for New Content will require the University to provide equally effective alternative access. The Plan for New Content will require the University, in providing equally effective alternate access, to provide access in a manner that does not result in a fundamental alteration or undue financial and administrative burdens, but nevertheless ensures 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.
  - b) The Plan for New Content must include sufficient quality assurance procedures, backed by adequate personnel and financial resources, for full implementation. This provision also applies to the University's online content and functionality on its website developed by, maintained by, or offered through a third-party vendor or by using open sources.
  - c) Within sixty (60) days of receiving OCR's approval of the Plan for New Content, the University will officially adopt, and fully implement the amended policy and/or procedures.
  - d) Reporting: Within ninety (90) days of receiving OCR's approval, the University will submit to OCR the approved policy and/or procedures, evidence of their adoption and distribution, and a description of how they are being implemented.
- 2) Undue Burden and Fundamental Alteration. During the monitoring period of this Agreement, for any technology-related change required by this Agreement to the website for which the University asserts that meeting the Benchmarks for Measuring Accessibility would pose an undue financial or administrative burden, or fundamental alteration, such assertion may only be made by the University president, or by an individual designated by the University president and who has budgetary authority, and must be accompanied by a written statement of the reasons for reaching that conclusion. Where the assertion of an undue burden defense is based on budgetary constraints, such written statement shall include the cost of meeting the requirement and the available funding and other resources. 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 possible, individuals with disabilities receive the same benefits or services provided by the University as their nondisabled peers.
  - 3) Audit of Existing Content and Functionality. By May 31, 2018, the University will propose for OCR's review and approval the identity and bona fides of an Auditor (corporation or individual) to audit all content and functionality on its website, including, but not limited to, the home page, all subordinate pages, and intranet pages and sites, to identify any online content or functionality on its website that is inaccessible to persons with disabilities, including online content and functionality on its website developed by, maintained by, or offered through a third party vendor or an open source.

Such audit may be of a representative sample of the University's website. The Auditor will have sufficient knowledge and experience in website accessibility for people with disabilities to carry out all related tasks, including developing a Proposed Corrective Action Plan, and may be a current University employee provided that he or she possesses the requisite knowledge and expertise. 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 May 31, 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 develop a Proposed Corrective Action Plan. Within 120 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. The University may request an extension of the time to submit such documentation, subject to OCR's approval.
- 4) Proposed Corrective Action Plan. Simultaneously with the submission of the Audit as set forth in Paragraph 3(a), the University will submit to OCR for its review and approval a proposed Corrective Action Plan to address issues with respect to all 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 all necessary and appropriate corrective actions to be completed within 24 months of the date OCR approved the Corrective Action Plan; (2) setting up systems of accountability and verifying claims of accessibility by vendors or open sources; and setting up a system of testing and accountability to maintain the accessibility of all online content and functionality on its website on an ongoing basis.
- 5) Within 60 days of receiving OCR's approval of the proposed Corrective Action Plan, the University will officially adopt and implement the Corrective Action Plan.
  - a) Reporting: Within 45 days of receiving OCR's approval of the proposed Corrective Action Plan, the University will submit to OCR the approved Corrective Action Plan, and documentation establishing that the approved Corrective Action Plan is being implemented according to the approved schedule. Reports will be due every six (6) months thereafter for the duration of the 24 month period identified in Paragraph 4.
- 6) Training. Starting no later than 120 days from this date of this Agreement, and on a rolling basis thereafter, the University will make available website accessibility training to all appropriate personnel, including, but not limited to: webmasters, web developers, and all others responsible for uploading, maintaining, or auditing web content and functionality of the website. Such training may be provided first to web liaisons identified at the department/unit level, who, in turn, may then train other appropriate personnel within their respective departments/units.
  - a) Reporting: For each training session required by this Agreement, until two years following the effective date of this Agreement, the University will submit to OCR documentation of the training conducted, including a description of the delivered training content, the method by which the training has been delivered, to whom the training was made available, and the means of tracking participation.

- 7) 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 visit the University, interview staff, and request such additional reports or data, including simulated website accounts and passwords, 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, at 34 C.F.R. §§ 104.4 (a) and (b). Upon completion of the obligations under this Agreement, OCR shall close this case. The University may also request closure of this case in the event University has submitted all required deliverables and evidence that all other requirements of this Agreement have been met.
  
- 8) 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.

This Agreement will become effective immediately upon the signature of the Recipient’s representative below.

/s/

1/24/2018

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For the University

\_\_\_\_\_  
Date

/s/

2/7/2018

\_\_\_\_\_  
OCR Philadelphia Director or Designee

\_\_\_\_\_  
Date