

**Resolution Agreement
Chicago Public Library
Case Number 05-16-4048**

The Chicago Public Library (Library) submits the following resolution agreement ("Agreement") to the U.S. Department of Education, Office for Civil Rights ("OCR") in resolution of OCR Complaint #05-16-4048. The Library submits this Agreement to ensure its substantial compliance with Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131 – 12134, and its implementing regulation, at 28 C.F.R. Part 35.

Assurances of Nondiscrimination. The Library hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the Library'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 World Wide Web Consortium's (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, except for videotapes, where the standard will be WCAG 2.0 Level A, unless otherwise required by law.

Adherence to these accessible technology standards is one way to ensure substantial compliance with the Library'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 Library 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 Library's programs, services, and activities delivered online.

The Library voluntarily agrees to take the actions set forth below.

Third Party Content. The requirements set forth in the Paragraphs entitled "Assurances of Nondiscrimination" and "Benchmarks for Measuring Accessibility" shall not apply to content submitted, posted, and/or linked to by third parties to the Library's website, including, but not limited to: Library patrons and/or Library website users that are not employed by and/or controlled by the Library or the City of Chicago. This Paragraph pertains to any and all web content contributed to the Library's website and/or online community by members of the public, including, but not limited to: book reviews, community book discussions, book

recommendations, and other Library patron contributions to the website. The Library will make every reasonable effort to ensure that the underlying platform will be accessible.

Underlying Platform. For the purposes of this Agreement, “underlying platform” is defined as the Library’s site or software where third parties would post movie reviews, book reviews or other content.

Remedies and Reporting

1) Policies and Procedures Regarding New Online Content and Functionality. By September 29, 2017, the Library will submit to OCR for its review and approval proposed policies and procedures (“the Plan for New Content”) to ensure that all new, newly-added, or 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 would impose a fundamental alteration or undue burden.

- a) When fundamental alteration or undue burden defenses apply as outlined in Item 2, the Plan for New Content will require the Library to provide equally effective alternative access. The Plan for New Content will require the Library 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.
- 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 Library’s online content and functionality developed by, maintained by, or offered through a third-party vendor or by using open sources.
- c) Within thirty (30) days of receiving OCR’s approval of the Plan for New Content, the Library will officially adopt, and fully implement the amended policies and procedures.
- d) Reporting: Within 45 calendar days of receiving OCR’s approval, the Library will submit to OCR the approved policies and procedures, evidence of their adoption and distribution, and a description of how they are being implemented.

2) Undue Burden and Fundamental Alteration. For any technology-related requirement in this Agreement for which the Library asserts an undue burden or fundamental alteration defense, such assertion may only be made by the Commissioner or by an individual

designated by the Commissioner and 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 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 Library as their nondisabled peers.

- a) Reporting: Within 30 calendar days of making the determination, the Library will submit the written statement and appropriate supporting documentation to OCR for review and approval.
- 3) Audit of Existing Content and Functionality. The Library's website is a subscription service provided by a third-party vendor. The third-party vendor maintains the website framework and functionality. The Library shall seek a commitment from the third-party vendor to maintain the website framework and functionality in a format that conforms to WCAG 2.0 Level AA, except for videotapes, where the standard will be WCAG 2.0 Level A, unless otherwise required by law. By May 30, 2017, the Library will propose for OCR's review and approval the identity and credentials of an Auditor (corporation or individual) to audit all content and functionality on its website, including, but not limited to, the homepage and subordinate pages 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 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. The Audit will use the Benchmarks for Measuring Accessibility set out above, unless the Library receives prior permission from OCR to use a different standard as a benchmark.

During the Audit, the Library will also seek input from members of the public with disabilities, including but not limited to Library patrons, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.

- a) Reporting: By May 30, 2017, the Library will submit the 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 and to develop a Proposed Corrective Action Plan. Within ninety (90) calendar days of receiving OCR's approval of the proposed Auditor, the Library 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.

- b) Procurement of Auditor. The Library's obligations under the Paragraph entitled "Audit of Existing Content and Functionality" is subject to the City's procurement process. If the Library is unable to identify an Auditor under Section (a) because the City needs additional time to complete the procurement process, the City will request an extension of time to comply with Section (a) before the May 30, 2017 deadline set out in Section (a).
- 4) Proposed Corrective Action Plan. The Audit will be completed by August 31, 2017. Within 90 calendar days of receiving the results of the Audit, the Library will submit to OCR for its review and approval a proposed Corrective Action Plan based on the findings of the Audit. The proposed Corrective Action Plan will set out a detailed schedule for: (1) addressing problems, taking into account identified priorities, with all corrective actions to be completed within 18 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 (3) setting up a system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis.
 - 5) Within 30 calendar days of receiving OCR's approval of the proposed Corrective Action Plan, the Library will officially adopt and implement the Corrective Action Plan.
 - a) Reporting: Within 45 calendar days of receiving OCR's approval of the proposed Corrective Action Plan, the Library 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 months thereafter until the Corrective Action Plan has been completed.
 - 6) Notice. Within 30 calendar days of the date of this Agreement, the Library will submit to OCR for review and approval a proposed notice to persons with disabilities stating the Library's commitment to website accessibility under Title II and soliciting feedback on how website accessibility can be improved and/or notifying the Library of online information or functionality that is currently inaccessible. The proposed notice will also include information or an accessible link to information instructing people how to contact the City's Title II coordinator(s) to file a complaint (as described within 28 C.F.R. Section 35.107). Within 10 calendar days of receiving OCR's approval of the proposed notice, the Library will officially adopt and prominently post the approved notice on its home page and throughout its website (including subordinate pages).
 - a) Reporting. Within 15 calendar days of receiving OCR's approval of the Library's proposed notice, the Library will provide documentation to OCR regarding the locations and content of its published notice.
 - 7) Training. Within 90 calendar days of receiving the results of the Audit, the Library will develop and deliver website accessibility training to appropriate Library personnel, including, but not limited to: content developers, webmasters, and others responsible

for developing, loading, maintaining, or auditing web content and functionality. Annually thereafter, the Library will deliver website accessibility training to its new employees who will be content developers. The Library is not responsible for delivering website accessibility training to any third-party vendors and their employees. The Library will seek a commitment from the third-party vendor to deliver website accessibility training to its personnel.

- a) Content Developers. Content developers include, but are not limited to, Library personnel who contribute blog posts and to the events calendar.
 - b) Reporting: For each training session required by this Agreement, until such time as OCR closes the monitoring of this Agreement, the Library will submit to OCR documentation that it has been delivered. 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.
- 8) Waiver. With regard to the complaint(s) that are the subject of OCR Docket # 05-16-4048, the Library denies that it, or any of its officers, agents, representatives, or employees, discriminated against individuals with disabilities and/or alleged disabilities.

The Library further denies that it, or any of its officers, agents, representatives or employees, violated and/or is in violation of Title II of the Americans with Disabilities Act of 1990 (Title II).

The Library's submission of this Resolution Agreement is not and shall not be construed as an admission of liability on the part of the Library, or any of its officers, agents, representatives, or employees. The Library has submitted to this Resolution Agreement for the purposes of ensuring its future substantial compliance with Title II of the Americans with Disabilities Act of 1990 (Title II), and for no other purpose.

The Library and OCR agree that this Resolution Agreement and the terms herein shall not be offered or received as evidence in any administrative or judicial action or proceeding or other legal proceeding as an indication of wrongdoing by the Library, City of Chicago or any of its officers, agents, representatives, or employees or of the legal position of the City of Chicago or any of its officers, agents, representatives, or employees. The Agreement may be submitted as an Agreement between the parties to resolve the allegations of the complaint.

This Agreement resolves any and all complaints with respect to the accessibility of the Library's website, which were raised or could have been raised in Complaint #05-16-4048, up to and including the execution of this Agreement. If OCR becomes aware of any new complaint(s) regarding the accessibility of the Library's website during OCR's monitoring of the Agreement, OCR will give the Library written notice of the complaint and sixty (60) calendar days to address the complaint(s).

The Library understands that OCR will not close the monitoring of this Agreement until OCR determines that the Library has fulfilled the terms of this Agreement and is in substantial compliance with the regulations implementing Title II at 28 C.F.R. §§ 35.130, and 35.160(a), which were at issue in this case.

The Library also understands that by signing this Agreement, it agrees to provide relevant data and other information in a timely manner in accordance with the reporting requirements of this Agreement subject to all federal, state, and local privacy laws and City of Chicago and Library privacy policies, i.e., 75 ILCS 70 (“the Library Records Confidentiality Act”). Further, the Library understands that during the monitoring of this Agreement, if necessary, OCR may visit the Library, interview staff, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether the Library has fulfilled the terms of this Agreement and is in substantial compliance with the regulations implementing and Title II at 28 C.F.R. §§ 35.130, and 35.160(a), which were at issue in this case.

The Library understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating judicial proceedings to enforce this Agreement, OCR shall give the Library written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

On behalf of Chicago Public Library

Date