

Resolution Agreement
Community High School District 128
OCR Docket No. 05-17-1134

The Community High School District 128 (“District”) voluntarily submits this resolution agreement (“Agreement”) to the U.S. Department of Education, Office for Civil Rights (“OCR”) in resolution of OCR complaint no. 05-17-1134, which alleged that the District violated Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II) and its implementing regulation at 28 C.F.R. Part 35. Specifically, the complaint alleged that the District’s website contained barriers to access for people with disabilities, thereby denying them an equal opportunity to participate in the District’s programs, services, and activities and denying them effective communication necessary for full participation in the District’s programs, services, and activities.

Nothing in this Agreement constitutes an admission by the District. To ensure compliance with Section 504 and Title II and their implementing regulations, the District voluntarily agrees to take the actions set forth below.

Assurances of Nondiscrimination. The District hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the District’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 District’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 District 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 District’s programs, services, and activities delivered online.

Remedies and Reporting

1. Given that the District has represented that it is in the process of developing a new, accessible website that will “go live” after July 2, 2107, coupled with the relatively small size of the District and its online presence; the relatively small number of current information technology (IT) staff and administrators responsible for uploading and maintaining the

District's online programs, services, and activities; the District's commitment to provide appropriate website accessibility training to IT staff and administrators; and other facts unique to this case, the District will have 90 calendar days from the date of this Agreement to demonstrate that no barriers to access to people with disabilities using or attempting to use District's online programs, services, and activities exist on its new website. If, after 90 calendar days, OCR confirms that no such barriers exist on the District's new website, the Agreement will be terminated, no further reporting will be required, and this matter will be closed. If OCR identifies barriers to access on the District's new website after this 90-day period, the District agrees to fulfill all the remaining terms of this Agreement as set forth below.

2. Policies and Procedures Regarding New Online Content and Functionality. By September 30, 2017, the District 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 individuals 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 3, the Plan for New Content will require the District to provide equally effective alternative access. The Plan for New Content will require the District 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 individuals with and without disabilities, but must afford individuals 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 individual'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 District'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 District will officially adopt, and fully implement the amended policies and procedures.

Reporting: Within 45 calendar days of receiving OCR's approval, the District will submit to OCR the approved policies and procedures, evidence of their adoption and distribution, 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 District asserts an undue burden or fundamental alteration defense,

such assertion may only be made by the President or by an individual designated by the President 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 District as their nondisabled peers.

Reporting: Within 30 calendar days of making the determination, the District will submit the written statement and appropriate supporting documentation to OCR for review and approval.

4. Plan for New Content: Within thirty (30) calendar days of receiving OCR's approval of the Plan for New Content referenced in Item 2, the District will submit to OCR a statement explaining how the new website will remain consistent with the Plan for New Content referenced in Item 4. The schedule and Proposed Plan for New Content will set up systems of accountability and verify claims of accessibility by vendors or open sources; and a system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis; the Proposed Plan for New Content will provide appropriate information about the systems of accountability and verification of claims of accessibility by vendors or open sources; and the system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis.

Reporting: Within ninety (90) calendar days of receiving OCR's approval of the Auditor referenced in Item 3, the District will submit to OCR documentation of the steps taken by the Auditor during the development of the Proposed Plan for New Content, a description of the outreach it undertook and the input it received, and a detailed accounting of the implementation and results of the Plan for New Content.

5. Training. By October 31 2017, and annually thereafter, the District will deliver website accessibility training to all appropriate personnel, including, but not limited to: content developers, webmasters, procurement officials, and all others responsible for developing, loading, maintaining, or auditing web content and functionality.

Reporting: For each training session required by Item 6 of this Agreement, until such time as OCR closes the monitoring of this Agreement, the District 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.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District 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) and 104.21, and Title II, at 28 C.F.R. §§ 35.130, 35.149, and 35.160, which were at issue in this case.

The District 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 District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether the District 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) and 104.21, and Title II, at 28 C.F.R. §§ 35.130, 35.149, and 35.160, which were at issue in this case.

The District 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 District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

On Behalf of the District

Date