

**Resolution Agreement
Indianola Community School District
Case Number 05-17-1201**

The U.S. Department of Education, Office for Civil Rights (OCR) and the Indianola Community School District (District) enter into this agreement ("Agreement") to resolve the allegation in the above referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District. The District 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. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12131 - 12134, and its implementing regulation, at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

Assurances of Nondiscrimination. The District hereby reaffirms its commitment to ensure that individuals 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 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.

Adherence to these accessible technology standards is one way to ensure compliance with the District's underlying legal obligations to ensure individuals 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.

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

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" by August 1, 2017, coupled with the relatively small size of District and its online presence; the relatively small number of current 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 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 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) Notice. Within 30 calendar days of the date of this Agreement, the District will submit to OCR for review and approval a proposed notice to individuals with disabilities regarding how to request the webmaster or other appropriate person to provide access to (or notify the District regarding) 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 file formal grievances with the District under Section 504 and Title II and the District's Section 504 and Title II coordinator(s). Within 10 calendar days of receiving OCR's approval of the proposed notice, the District will officially adopt and prominently post the approved notice on its home page and throughout its website (including all subordinate pages and intranet sites).
 - a) Reporting. Within 15 calendar days of receiving OCR's approval of the District's proposed notice, the District will provide documentation to OCR regarding the locations and content of its published notice.

- 3) Auditor for the Plan for New Content The District informed OCR that it retained Juicebox Interactive to serve as its Auditor. Juicebox has sufficient knowledge and experience in website accessibility for individuals with disabilities to carry out all related tasks, including developing a Plan for New Content. The Auditor Juicebox will use the Benchmarks for Measuring Accessibility set out above, unless the District receives prior permission from OCR to use a different standard as a benchmark. By August 31, 2017, the District and Juicebox's Auditor will develop a Plan for New Content. The Auditor will have sufficient knowledge and experience in website accessibility for individuals with disabilities to carry out all related tasks, including developing a Plan for New Content. The Auditor will use the Benchmarks for Measuring Accessibility set out above, unless the District receives prior permission from OCR to use a different standard as a benchmark. During the Audit, the District will also seek input from members of the public with disabilities, including parents, students, employees, and others associated with the District, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.

- a) Reporting: On the 91st day after this Agreement is signed, the District 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 Auditor's and to develop a Proposed Plan for New Content.

- 4) Policies and Procedures Regarding New Online Content and Functionality. On the 91st day after this Agreement is signed ~~By August 31, 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 4, 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.
 - d) 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.
- 5) 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 Superintendent or by an individual designated by the Superintendent 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.

- a) 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.
- 6) Plan for New Content: ~~Within thirty (30) calendar days of receiving OCR's approval of the Auditor referenced in Item 2~~ On the 91st day after this Agreement is signed, the District will submit to OCR a detailed schedule for setting up the new website consistent with the Plan for New Content referenced in Item 3. 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.
 - a) 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.
- 7) Training. By ~~September 31~~ November 30, 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.
 - a) Reporting: For each training session required by 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 by signing this Agreement, it agrees to provide the foregoing 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 students, 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 Section 504 and its implementing regulation at 34 C.F.R. §104.21, and Title II implementing regulation at 28 C.F.R. §35.149. Upon completion of the obligations under this Agreement, OCR shall close and dismiss 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.

This Agreement will become effective immediately upon the signature of the District's representative below, subject to the provisions of Item 1 of the Agreement.

On Behalf of the District

Date