

**Resolution Agreement**  
**West Des Moines Community School District**  
**Case Number 05-17-1225**

The West Des Moines Community School District (District) voluntarily submits the following resolution agreement ("Agreement") to the U.S. Department of Education, Office for Civil Rights ("OCR") in resolution of OCR complaint #05-17-1225. The District submits this Agreement to ensure its compliance with Section 504 of the Rehabilitation Act of 1973 (Section 504), 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. This Agreement has been entered into voluntarily and does not constitute an admission by the District of violation of Section 504 or the ADA or any other applicable laws.

Assurances of Nondiscrimination. The District hereby reaffirms its commitment to comply with applicable laws ensuring 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 as provided by law.

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 (except that video and multimedia captioning shall be measured according to Level A), and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference ("Benchmarks for Measuring Accessibility").

The parties agree that 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.

In order to resolve OCR complaint #05-17-1225, the District voluntarily agrees to take the actions set forth below.

## Remedies and Reporting

- 1) 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 post the approved notice on its home page and throughout its website (including links on 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.
- 2) Auditor for the Plan for New Content. The District will propose for OCR's review and approval the identity and credentials of an Auditor (corporation or individual) to develop the 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 consider any 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.

On April 24, 2017, the District identified Juicebox Interactive in Des Moines, Iowa as its current Auditor; and, the District also represented that it will be adopting and conforming to WCAG 2.0 AA accessibility standards, and WCAG 2.0 A accessibility standards for video/multimedia captioning. OCR has concluded that Juicebox Interactive has the requisite experience and knowledge to carry out an appropriate Audit and to develop a Plan for New Content. The District's articulated benchmark standard for insuring accessibility conforms to the standards approved by OCR. Therefore, OCR approves the District's Auditor and benchmark standard for measuring website accessibility and the District has complied with Item 2 of this Agreement as of the date of this Agreement.

- 3) Plan Regarding New Online Content and Functionality. By July 31, 2017, the District will submit to OCR for its review and approval proposed administrative 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 as provided by law.

- 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 Plan for New Content.
  - d) Reporting: Within 45 calendar days of receiving OCR's approval, the District will submit to OCR the adopted Plan for New Content, evidence of its adoption and distribution, and a description of how it is being implemented.
- 4) 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 as provided by law, 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.
- 5) Schedule and Plan for New Content. The District has represented that it is in the process of developing a new, accessible website that will "go live" in or about August, 2017. Within thirty (30) calendar days of the date of this Agreement, 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 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 open source online content and functionality on an ongoing basis.

- a) Reporting: Within ninety (90) calendar days of the date of this Agreement, the District will submit to OCR documentation of the steps taken by the Auditor during the development of the 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.
- 6) Training. By September 30, 2017, and annually thereafter, the District will deliver website accessibility training to all appropriate District personnel who are granted the ability to load or maintain web content by the District.
- 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 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, and Title II, at 28 C.F.R. §§ 35.130, and 35.160(a), 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, and Title II, at 28 C.F.R. §§ 35.130, and 35.160(a), 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.

OCR understands and agrees that this Agreement is subject to approval by the Board of Directors of the District in accordance with Iowa law.

---

On Behalf of the District

---

Date