

Resolution Agreement
Wisconsin Indianhead Technical College
OCR Docket #05-17-2338

The Wisconsin Indianhead Technical College (College) submits the following resolution agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR) in resolution of OCR complaint #05-17-2338. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the College. The College 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.

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

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

Remedies and Reporting

- 1) Given that the College has never directly received a written complaint of website inaccessibility; and given the College's ongoing efforts to address web accessibility, the College will have 90 days from the date of this Agreement to identify and remediate all barriers to access to people with disabilities using or attempting to use the College's online programs, services, and activities. If, after 90 days, OCR confirms that all such barriers have been removed, the Agreement will be terminated, no further reporting will be required, and this matter will be closed. If, however, OCR continues to identify barriers to

access after this 90-day period, the College agrees to fulfill all the remaining terms of this Agreement as set forth below.

- 2) Notice. Within 120 calendar days of the date of this Agreement, the College 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 College 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 College under Section 504 and Title II and the College's Section 504 and Title II coordinator(s). Within 10 calendar days of receiving OCR's approval of the proposed notice, the College 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 College's proposed notice, the College will provide documentation to OCR regarding the locations and content of its published notice.

- 3) Auditor for the Plan for New Content: Within 120 calendar days of the date of this Agreement, the College 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 Proposed Plan for New Content. The Auditor will use the Benchmarks for Measuring Accessibility set out above, unless the College receives prior permission from OCR to use a different standard as a benchmark. During the Audit, the College will also seek input from members of the public with disabilities, including parents, students, employees, and others associated with the College, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.
 - a) Reporting: Within 120 calendar days of the date of this Agreement, the College 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 Plan for New Content.

- 4) Policies and Procedures Regarding New Online Content and Functionality. Within 120 calendar days of the date of this Agreement, the College 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 5, the Plan for New Content will require the College to provide equally effective alternative access. The Plan for New Content will require the College 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 College'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 College will officially adopt, and fully implement the amended policies and procedures.
 - d) Reporting: Within 45 calendar days of receiving OCR's approval, the College 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 College 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 College as their nondisabled peers.
- a) Reporting: Within 30 calendar days of making the determination, the College will submit the written statement and appropriate supporting documentation to OCR for review and approval.
- 6) Plan for New Content: The College has represented that it is in the process of developing a new, accessible website that will "go live" by January 1, 2018. Within thirty (30) calendar days of receiving OCR's approval of the Auditor referenced in Item 3, the College will submit to OCR a detailed schedule for ensuring the new website is 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.

- a) Reporting: Within ninety (90) calendar days of receiving OCR's approval of the Auditor referenced in Item 3, the College 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 May 15, 2018, and annually thereafter, the College 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 College 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 College 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 College understands that during the monitoring of this Agreement, if necessary, OCR may visit the College, interview staff, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether the College 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). Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The College 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 College 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 University's representative below.

On Behalf of the College

Date