



RESOLUTION AGREEMENT

Texas Christian University
OCR Case Number: 06-17-2202

The U.S. Department of Education, Office for Civil Rights (OCR), initiated an investigation into allegations that the Texas Christian University (“TCU”) TCU violated Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104. Specifically, the complainant alleged that TCU’s website contained barriers to access for people with disabilities, thereby denying them an equal opportunity to participate in TCU’s online programs, services, and activities.

Prior to the completion of OCR’s investigation, TCU agreed to resolve the issues of this investigation pursuant to Section 302 of OCR’s Case Processing Manual (CPM). This resolution has been entered into between the parties and does not constitute an admission that TCU is not in compliance with any law or is otherwise out of compliance with Section 504 or its implementing regulation. Accordingly, to ensure compliance with Section 504 and its implementing regulation and to resolve the issues of this investigation, TCU agrees to take the actions set forth below.

Assurances of Nondiscrimination. TCU hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in TCU’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. Solely 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 TCU’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 of TCU programs, services, and activities delivered online, as required by Section 504 and its implementing regulation.

Remedies and Reporting Requirements

- 1) Creation of a Task Force to Develop a Strategic Action Plan. Within thirty days (30) days of entering into this Agreement, TCU will develop a Task Force made up of qualified members of the TCU community. The Task Force will develop a detailed Strategic Action

Plan to carry out the Audit, Plan for New Content and Corrective Action Plan referenced below.

- 2) Audit of Existing Content and Functionality and Development of a Corrective Action Plan. TCU will appoint or hire an Auditor (from Task Force members, existing internal staff, or otherwise) to audit the content and functionality of TCU’s online programs, services, and activities and to develop a Corrective Action Plan. The Auditor will have sufficient knowledge and experience regarding website accessibility for people with disabilities to carry out all related tasks, including developing a Proposed Corrective Action Plan to ensure the accessibility of existing online content and functionality. The Audit will be based on the Benchmarks for Measuring Accessibility, unless TCU receives prior permission from OCR to use a different standard as a benchmark.

Content and functionality subject to the Audit and Corrective Action Plan does not include archived web content that: (i) is maintained exclusively for reference, research or recordkeeping; (ii) is not altered or updated after the date of archiving; (iii) is organized and stored in a dedicated area or areas clearly identified as archived; and (iv) was originally uploaded prior to January 1, 2016 (“Archived Content”).

- 3) Based on its Audit findings, TCU will develop for OCR’s review and approval a proposed Corrective Action Plan to ensure, in light of the technological barriers identified during the Audit, that all of TCU’s online programs, services, and activities, will be made accessible to people with disabilities. Technological barriers may be addressed through removal or by offering an alternative that ensures 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 and that they are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any of TCU’s programs, services, and activities delivered online, as required by Section 504 and its implementing regulations.

Neither the Audit nor the Corrective Action Plan referenced above will include Archived Content. However, upon request by an end-user for specific Archived Content, TCU will use its best efforts to provide accessible versions of specifically requested Archived Content within 72 hours and will upload the accessible version of the Archived Content so it is generally available, either replacing the previously inaccessible Archived Content or posted adjacent to it. If, however, it can be documented that such remediation cannot be accomplished within 72 hours despite TCU’s best efforts, TCU will promptly enter into an interactive process with the requestor to determine an appropriate timeframe or accessible alternative as may mutually be agreed upon. TCU will prominently post a way for end-users to request such remediation, along with its commitment that it will use best efforts to provide accessible content within 72 hours of each such request.

Should the Audit establish that any portions of TCU’s online programs, services, and activities are in compliance with the Benchmarks for Measuring Accessibility set out above, such portions shall not be part of the Corrective Action Plan referenced below.

Reporting Requirements:

- a) Within ninety (90) days of this agreement, TCU will submit to OCR for its review and approval its proposed Corrective Action Plan. 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 24 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 setting up a system of testing and accountability to maintain the accessibility of all online content, including content required for course work, and functionality on an ongoing basis.
 - b) Within 30 days of receiving OCR's approval of the proposed Corrective Action Plan, TCU will officially adopt and begin to implement the Corrective Action Plan.
- 4) Plan for New Content. Simultaneously with the submission of the Audit, TCU will submit to OCR for its review and approval its proposed polic(ies) and procedure(s) reflecting TCU's commitment to make accessible new, newly-added, or newly modified online content and functionality, including, but not limited to content required for course work, 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) The proposed Plan for New Content must include sufficient quality assurance procedures, backed by adequate personnel and financial resources, for full implementation. The Plan for New Content will apply to TCU's online content and functionality developed by, maintained by, or offered through TCU or third-party vendors or open sources.
 - b) Reporting: Within thirty (30) days of receiving OCR's approval of the Plan for New Content, TCU will officially adopt and distribute (via email and/or internet links) the Plan for New Content to all appropriate persons and describe to them who has authority for implementation.
- 5) Undue Burden and Fundamental Alteration Documentation. For any technology-related requirement in this Agreement for which TCU asserts an undue burden or fundamental alteration defense, such assertion will be made by an individual designated by University Counsel, 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. If such a determination is made, TCU 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 TCU as their nondisabled peers. The Center for Academic Services will maintain records regarding all assertions of undue burdens or fundamental alteration defenses and how individuals with disabilities were provided equally effective alternative access.

- 6) **Notice.** Within thirty (30) days of this Agreement, TCU will submit to OCR for review and approval a proposed Notice to persons with disabilities (1) regarding how to request the webmaster or other appropriate person to provide access to (or notify TCU regarding) online information or functionality that is currently inaccessible and (2) instructing people how to file formal internal grievances under Section 504. Within 10 days of receiving OCR's approval of the proposed Notice, TCU 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 fifteen (15) days of receiving OCR's approval of TCU's proposed Notice, TCU will provide documentation to OCR regarding the locations and content of its published Notice.
 - b) Reporting. Within forty-five (45) days of this Agreement, TCU will ensure the applicable notice is linked from every page.
- 7) **Training.** Starting no later than ninety (90) days from this date of this Agreement, and annually thereafter, TCU 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: At least annually, until such time as OCR closes the monitoring of this Agreement, TCU will submit to OCR documentation that all required training 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) TCU understands that OCR will not close the monitoring of this Agreement until OCR determines that TCU 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), which were at issue in this case.
- 9) TCU 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, TCU understands that during the monitoring of this Agreement, if necessary, OCR may visit TCU, interview staff, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether TCU 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), which were at issue in this case.
- 10) TCU 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 TCU written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

- 11) TCU is affirmatively resolving this Complaint in an effort to avoid further investigation and/or litigation. No part of this Agreement should be seen as an admission of liability, non-compliance or responsibility. This resolution does not constitute an admission that TCU is out of compliance with Section 504 and/or its implementing regulation. This Agreement also provides no admissions that would create a right or obligation to any third party. It is solely designed to resolve the above-referenced complaint expediently and cooperatively with OCR. This Agreement is not intended to create any rights in any person or entity which is not a party to this Agreement.

For Texas Christian University

Date