

**St. Louis Public Schools  
Resolution Agreement  
OCR Docket #15-17-1191**

St. Louis Public Schools (the District) voluntarily submits this Resolution Agreement (Agreement) to the U.S. Department of Education, Office for Civil Rights (OCR), for the purpose of resolving the above-referenced complaint alleging violation of 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 (Title II), 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35. This Agreement is voluntarily submitted by the District and does not constitute an admission that the District violated Section 504 and Title II and those statutes' implementing regulations.

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, or other standard or combination of standards that will render the online content accessible.

Adherence to these accessibility technology standards is one way to ensure compliance with the District's underlying Section 504 and Title II 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 the District's programs, services and activities delivered online, as required by Section 504 and Title II and those statutes' implementing regulations; and that they receive effective communication related to the District's programs, services and activities delivered online.

The District agrees to take the following actions:

1. By August 31, 2017, the District will draft and submit to OCR for review and approval a policy and/or procedures to ensure information provided through the District's website(s) ("Online Content") is accessible to students, prospective students, employees and the District's guests with disabilities, particularly those with visual, hearing, or manual impairments or who otherwise require the use of assistive technology to access information ("Web Accessibility Policy" or "the Policy"). The Web Accessibility Policy will, at minimum, accomplish the following:
  - a. identify and adopt the specific technical standard(s) the District will use to determine whether Online Content is accessible (e.g., W3C's Web Content Accessibility Guidelines (WCAG), Web Accessibility Initiative - Accessible Rich Internet Applications Suite (WAI-ARIA) techniques for web content, or other standard or combination of standards that will render Online Content accessible);<sup>1</sup>

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<sup>1</sup> By entering into this agreement, the District agrees that, unless and until the federal regulations and the law relative to the applicable standards for web accessibility change, the District will follow the existing standards,

- b. designate at least one individual (“Web Accessibility Coordinator”) and provide that individual with sufficient resources and authority to coordinate and implement the Web Accessibility Policy, and all other provisions relating to accessibility within this Agreement;
- c. provide a procedure to ensure that Online Content and information obtained through Online Content provided or developed by third parties is accessible, except where doing so would impose a fundamental alteration or undue financial and administrative burden on the District. This procedure should direct administrators and staff to ensure that any District acquisition or use of Online Content provided or developed by third parties (e.g. vendors, video-sharing websites such as YouTube, other open sources) that the District chooses to make available on its website maintains accessibility of the Online Content, except where doing so would impose a fundamental alteration or undue financial and administrative burden;
- d. provide for annual training for the Website Accessibility Coordinator and any staff (e.g. administrators, faculty, support staff, student employees) responsible for creating or distributing information with Online Content to students, employees and the District’s guests with disabilities, including, but not limited to, training on the Web Accessibility Policy and their roles and responsibilities to ensure that web design, documents, and multimedia content are accessible. The training will be facilitated, in whole or in part, by an individual with sufficient knowledge, skill, and experience to understand and employ the technical standard(s) adopted by the District. With regard to staff who have already been fully trained at least once on the Web Accessibility Policy, the annual training requirement can be satisfied by disseminating notice that includes the Web Accessibility Policy (e.g. via email with a link to the Policy), highlights any Policy updates, and provides the Web Accessibility Coordinator’s name, phone number and email address, with a notation that this person serves as a resource for staff with questions about the accessibility of Online Content;
- e. provide for an accessibility audit (Audit) to be completed initially and thereafter annually, under the direction of the Web Accessibility Coordinator, during which information provided by the District through its Online Content is measured against the technical standard(s) adopted in the Web Accessibility Policy. All problems identified through the Audit will be documented, evaluated, and, if necessary, remediated within a reasonable period of time. The District makes no assurances to any Online Content or open source software that is posted, hosted or offered on the District’s website by an individual or entity outside of the control of the District. The District will take all steps reasonably calculated to prevent an individual or entity outside the control of the District from posting on the District’s website, and agrees to promptly remove any inaccessible content once the District becomes aware of such content;

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identified above, for web accessibility. The District will ensure that its Online Content is in compliance with and meets the standards articulated in the “Web Accessibility Policy”. In the event that the standards or laws and regulations change, the District agrees that it will conform its policies and procedures and Online Content to meet the change in the standards or laws and/or regulations.

- f. inform students, prospective students, employees and the District’s guests that they may report alleged violations of the technical standard(s) used by the District, file a formal complaint through its Section 504 and Title II grievance procedure, and/or contact the Web Accessibility Coordinator with any accessibility concerns. The Web Accessibility Policy will include the name and/or title, office address and telephone number, and email address of the Web Accessibility Coordinator; and
- g. require the District, in providing equally effective alternate access, to take actions that do not result in a fundamental alteration or undue financial and administrative burden. When the fundamental alteration or undue burden defenses apply, the District will provide equally effective alternate access. In providing equally effective alternate access, the District will take actions that will not result in fundamental alteration or undue financial and administrative burden, 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 alternative access, alternatives are not required to produce the identical result, but must afford persons 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 person’s needs.

For any technology-related requirement in this Agreement for which the District asserts an undue financial and administrative burden or fundamental alteration defense, such assertion will be made by the Superintendent, or by an individual designated by the Superintendent, who has budgetary authority after considering all resources available for use in the funding and operation of the service, program, or activity, and will 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 Superintendent or designee. If such a determination is made, the certifying official will describe in the written statement how the District will provide equally effective alternate access, i.e., other action that would not result in such a fundamental alteration or undue financial and administrative burden, but would 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 Requirement:** By August 31, 2017, the District will provide for OCR’s review and approval the Web Accessibility Policy drafted consistent with Item 1.

- 2. Within 60 calendar days of OCR’s approval of the District’s Web Accessibility Policy, the District will post the Web Accessibility Policy in a readily identifiable location on its website and will provide notification to students, prospective students, employees and the District’s guests. The notification will occur by website notification and will further provide information on where individuals may request or obtain a copy of such document.

**Reporting Requirement:** Within 90 calendar days of OCR’s approval of the District’s Web Accessibility Policy, the District will provide documentation to OCR verifying its implementation of Item 2, including the URL (web address[es]) for the location of its Web Accessibility Policy.

3. Within 180 calendar days of OCR’s approval of the District’s Web Accessibility Policy, the District will complete an initial Audit to examine whether information provided through Online Content is currently accessible, measured against the technical standard(s) adopted by the Web Accessibility Policy. The District will document the results of the Audit. If the Audit reveals that Online Content on the District’s website is not accessible, as measured against the technical standards identified in the Web Accessibility Policy, the District will develop a corrective action strategy based on the audit findings that includes relevant timeframes for completion of the corrective action strategy.

**Reporting Requirement:** Within 90 calendar days of completion of the initial Audit, the District will provide to OCR for review and approval a copy of its initial Audit report and, if necessary, a copy of its corrective action strategy, including the timeline for implementation of the corrective action strategy. The District will also submit the credentials of a third party web accessibility consultant or employee of the District with sufficient knowledge, skill, and experience to understand and employ the technical standard(s) adopted by the District that will be certifying (pursuant to Item 4 below) that the District’s Online Content meets the technical requirements adopted in the Web Accessibility Policy.

4. Within 60 calendar days of OCR’s approval of the corrective action strategy, the timeline for implementation of the corrective action strategy and the credentials of the District’s consultant or responsible employee as described above, the District will begin implementation of the corrective action strategy to make its Online Content accessible to individuals with disabilities.

**Reporting Requirements:** Within 180 calendar days of OCR’s approval of the corrective action strategy, the District will submit documentation to OCR confirming implementation of the corrective action strategy consistent with established timeframes, including certification to OCR that its Online Content meets the technical requirements adopted in the Web Accessibility Policy. The District will also provide to OCR the bases for this certification including copies of any accessibility evaluation or report, dates of correction actions, and copies of any reports from interim audits conducted pursuant to the Web Accessibility Policy.

5. Within 75 calendar days of OCR’s approval of the District’s Web Accessibility Policy, the District will develop and conduct training on how to ensure compliance with the Policy. The training will be facilitated, in whole or in part, by an individual with sufficient knowledge, skill and experience to understand and employ the technical standard(s) adopted by the District in its Policy. The training will be provided to all staff involved in web design and implementation or who develop or distribute Online Content. The training will include, at a minimum, training on the Web Accessibility Policy and the roles and responsibilities of District staff to ensure that web design, documents, course content, and multimedia videos or content are accessible.

**Reporting Requirement:** Within 90 calendar days of OCR’s approval of the District’s Web Accessibility Policy, the District will provide to OCR the name(s) and credentials of the

**Comment [A1]:**  
We included this language, which R’s atty recommends deleting, in the prior agreement. She did not recommend deleting it at that time, but did request, and we accepted, a change from “are accessible” to “comply with the policy requirements.” If we reject the request to delete the highlighted language, she will likely come back with a request to change the language to what was included in the prior agmt.

**Recommendation: reject proposed change**

We accepted all other proposed changes in this paragraph (those not discussed above or in the preceding two bubbles) in the prior agmt.

**Recommendation: accept all other proposed changes to this paragraph**

individual(s) who conducted the training; a list of individuals, by name and title, who attended the training; and a copy of any training materials (e.g., pamphlets, presentation materials).

**General Requirements**

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 Section 504 and its implementing regulation at 34 C.F.R. § 104.4, and Title II and its implementing regulation at 28 C.F.R. §§ 35.130 and 35.160, which were at issue in this complaint.

The District understands that, by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement OCR may visit the District, interview staff, and request such additional reports or data 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. § 104.4, and Title II and its implementing regulation at 28 C.F.R. §§ 35.130 and 35.160.

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.

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/s  
Superintendent or Designee

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5/8/2017  
Date