

**Benton Harbor Charter School Academy**  
**Resolution Agreement**  
**OCR Docket #15-17-1305**

Benton Harbor Charter School Academy (the Academy) 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 Academy, pursuant to a Section 302 Agreement, before completion of the OCR investigation and any issuance of findings. It does not constitute an admission that the Academy violated Section 504 and/or Title II and the related regulations. The Academy's decision to enter into this Agreement reflects the desire of the Academy to amicably resolve the allegations in the complaint.

"Accessible," as used in this Agreement, means a person with a disability is afforded the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use. A person with a disability must be able to obtain the information as fully, equally, and independently as a person without a disability. Although this might not result in identical ease of use compared to that of persons without disabilities, it still must ensure equal opportunity to the educational benefits and opportunities afforded by the technology and equal treatment in the use of such technology.

The Academy agrees to take the following actions:

1. By **December 31, 2017**, the Academy will draft and submit to OCR for review and approval a policy and/or procedures to ensure information provided through the Academy's website(s) (online content) is accessible to students, prospective students, employees, guests, and visitors 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). The Web Accessibility Policy will, at minimum, accomplish the following:
  - a. identify and adopt the specific technical standard(s) the Academy 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), 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 Academy agrees that it will follow the standards identified pursuant to Item 1(a) for web accessibility, unless and until the federal regulations for web accessibility are changed and adopted. The Academy will ensure that its online content is in compliance with this Agreement. In the event the standards, laws and/or regulations change, the Academy agrees that it will conform its policy and online content to meet the change in adopted 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 commitments 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 on behalf of the Academy or at the Academy's direction is accessible. This procedure should direct administrators and staff to ensure that any Academy 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 Academy chooses to make available on its website is accessible. The Academy makes no assurances to any content or open source software that is posted, hosted or offered on the Academy's website by an individual or entity outside of the control of the Academy. The Academy will take all steps reasonably calculated to prevent an individual or entity outside the control of the Academy from posting on its website;
- d. an initial training to the individual identified by the Academy to be responsible for coordinating and implementing the Academy's Web Accessibility Policy. The training will include, but not be limited to, training on the Academy's Web Accessibility Policy and the individual's role and responsibilities to ensure that the Academy's website is 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 Academy. In implementing this paragraph, the District may use technology and/or alternative training modes to provide the training, as long as the training meets the requirements of this paragraph and as long as the technology and/or alternative training modes selected are capable of creating documentation of the content of the training, the names of the individuals trained and the dates that the training occurred;
- e. an initial training for any staff (e.g. administrators, faculty, support staff, student employees) responsible for creating or distributing information with online content to students, employees, guests, and visitors 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. Training will be provided upon resolution of this Agreement and each year for newly hired staff with periodic training updates as needed. 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 Academy;
- f. an accessibility audit (Audit) to be completed at regular intervals under the direction of the Web Accessibility Coordinator, during which information provided by the Academy 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; and
- g. inform students, prospective students, employees, guests, and visitors that they may report violations of the technical standard(s) used by the Academy, 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.

**Reporting Requirement:** By **December 31, 2017**, the Academy 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 Academy's Web Accessibility Policy, the Academy will post the Web Accessibility Policy in a logical and readily identifiable location on its website and will provide notification to students, prospective students, employees, guests, and visitors. The notification will occur by written correspondence, email, and/or website notification and will further provide information on where the Web Accessibility Policy is located on the Academy's website and, alternatively, where individuals may request or obtain a copy of such document.

**Reporting Requirement:** Within 60 calendar days of OCR's approval of the Academy's Web Accessibility Policy, the Academy will provide documentation to OCR verifying its implementation of Item 2, including a copy of the notification(s) and the URL (web address[es]) for the location of its Web Accessibility Policy.

3. Within 180 calendar days of OCR's approval of the Academy's Web Accessibility Policy, the Academy 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 Academy will document the results of the Audit. If the Audit reveals that online content on its website is not accessible as measured against the technical standards identified on its Web Accessibility Plan, the Academy 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 180 calendar days of OCR's approval of the Academy's Web Accessibility Policy, the Academy will provide to OCR for review and approval a copy of its Audit report and corrective action strategy, including the timeline for implementation of the corrective action strategy, and the credentials of a third party web accessibility consultant or employee of the Academy with sufficient knowledge, skill, and experience to understand and employ the technical standard(s) adopted by the Academy that will be certifying (pursuant to Item 4 below) that the Academy's online content meets the technical requirements adopted in the Web Accessibility Policy.

4. Within 30 calendar days of OCR's approval of the corrective action strategy, including the timeline for implementation of the corrective action strategy and the credentials of the Academy's consultant or responsible employee described above, the Academy will begin implementation of the corrective action strategy to make its online content accessible to individuals.

**Reporting Requirements:** Within 180 calendar days of OCR's approval of the corrective action strategy, the Academy 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 Academy 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 60 calendar days of OCR's approval of the Academy's Web Accessibility Policy or by December 31, 2017, whichever is later, the Academy will develop and conduct training on how to ensure accessibility in web design and implementation. The training will be provided by qualified personnel, or through an online training program vetted by said qualified personnel, to all staff involved in web design and implementation, including but not limited to administrators, teachers, staff, and volunteers who develop content for online instruction and/or post material on Academy webpage(s)/portal(s). The training will include, at a minimum, training on the Web Accessibility Policy and the roles and responsibilities of Academy staff to ensure that web design, documents, course content, and multimedia videos or content are accessible.

**Reporting Requirement:** Within 60 calendar days completion of the trainings in the timeframe specified in paragraph 5 above, the Academy will provide to OCR the name(s) and credentials of the 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) distributed during the training.

### **General Requirements**

The Academy understands that OCR will not close the monitoring of this Agreement until OCR determines that the Academy 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 Academy understands that, by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the Academy understands that during the monitoring of this Agreement OCR may visit the Academy, interview staff, and request such additional reports or data as are necessary for OCR to determine whether the Academy 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 Academy 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 Academy 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.

/s/

October 17, 2017

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Board Designee

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Date

Board President

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Signatory Name and Title