

**RESOLUTION AGREEMENT**  
**Eagle College Preparatory Charter School**  
**Case Number 08-15-1021**

The U.S. Department of Education, Office for Civil Rights (OCR), initiated an investigation into allegations that the Eagle College Preparatory Charter School ("School") violated federal disability rights laws including, but not limited to, Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104. Specifically, the complainant alleged that the School's website contained barriers to people with disabilities, especially those with vision impairments who use assistive technology such as screen readers.

Prior to the completion of OCR's investigation, the School voluntarily agreed to resolve this investigation pursuant to Section 302 of OCR's Case Processing Manual (CPM). This resolution has been entered into voluntarily and does not constitute a finding or admission that the School violated Section 504 and its implementing regulation, or any other federal law.

Benchmarks for Measuring Accessibility. For the purposes of this Agreement, the accessibility of online content and functionality will be measured, initially, according to the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA standards, currently available at <http://www.w3.org/TR/WCAG20/>, or the Section 508 Standards, 36 C.F.R. pt. 1136, which are incorporated herein by reference. Adherence to the WCAG 2.0 Level AA standards or the Section 508 Standards is one way to ensure compliance with the School's underlying legal obligations to ensure students, parents, and members of the public are able to independently 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 School programs, services, and activities delivered online. The School is not bound to meet all of the WCAG 2.0 Level AA provisions or the Section 508 Standards if it can demonstrate to OCR's satisfaction that it is meeting these underlying legal obligations through other means. In other words, adherence to WCAG 2.0 Level AA or the Section 508 Standards is one way, but not the only way, for the School to comply with this Agreement, Section 504, and other federal disability rights laws. The School must choose one design standard or the other for its website; it cannot choose to use WCAG 2.0 Level AA standards for some aspects of its website and the Section 508 Standards for others.

To resolve the allegations that the School is not in compliance with Section 504 with respect to the subject of this investigation, the School voluntarily agrees to take the actions set forth below.

**Remedies and Reporting**

A. Proposed Plan Regarding New Web Content and Functionality. By February 1, 2015, the School will submit to OCR for its review and approval a full set of proposed policies and procedures to ensure that all new, newly-added, or modified online content and functionality will be accessible to people with disabilities. This provision applies with equal strength to the School's online content and functionality developed by, maintained by, or offered through a third party vendor or by using open sources. Within 30 days of receiving OCR's comments on the full set of proposed policies and procedures, the School will meaningfully incorporate OCR's comments, officially adopt, and fully implement the amended policies and procedures.

Reporting: Within 45 days of receiving OCR's comments on the full set of proposed policies and procedures, the School will submit to OCR the specific wording of the amended policies and procedures, evidence of their adoption, and a description of how they are being fully implemented.

B. Audit of Existing Content and Functionality. By March 1, 2015, the School will audit all content and functionality on its website, including, but not limited to, all school-specific websites, subordinate pages, and intranet pages and sites, to identify any online content or functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third party vendor or an open source on behalf of the School. The audit will use WCAG 2.0 Level AA or the Section 508 Standards as its benchmark for accessibility, unless the School receives prior permission from OCR to use a different standard as a benchmark. During the audit, the School will also specifically seek input from members of the public with disabilities, including parents, students, employees, and others associated with the School, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.

Reporting: By March 15, 2015, the School will submit to OCR documentation of the steps taken during the audit, a description of the outreach it undertook and the input it received, and a detailed accounting of the results of the audit.

C. Proposed Corrective Action Plan. By March 15, 2015, the School will submit to OCR for its review and approval a proposed corrective action plan to address all inaccessible content and functionality identified during the School's audit. 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 18 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 and functionality on an ongoing basis. Within 30 days of receiving OCR's comments on the proposed corrective action plan, the School will meaningfully incorporate OCR's comments, officially adopt, and fully implement the corrective action plan.

Reporting: Within 45 days of receiving OCR's comments on the proposed corrective action plan, the School will submit to OCR documentation that the proposed corrective action plan has been amended, as needed, to address OCR's comments, and is being implemented according to the approved schedule. Reports will be due every six months thereafter until the corrective action plan has been completed.

D. Training. On an ongoing basis, starting no later than 30 days from the date of this Agreement, and repeated annually to effectuate meaningfully the other provisions of this Agreement, the School will deliver website accessibility training to all appropriate personnel, including, but not limited to: content developers such as teachers, staff, volunteers, PTA members, etc.; webmasters; procurement officials; and all others responsible for developing, loading, maintaining, or auditing web content and functionality. This provision requires the School to train all appropriate personnel at each of the key stages set forth in this Agreement, such as the adoption of the Plan Regarding New Web Content and Functionality, the Audit of Existing Content and Functionality, the Interim Plan, and the Corrective Action Plan. To the extent these stages overlap each other in time, the training may be combined as appropriate. On an ongoing basis, starting no later than 30 days from the date of this Agreement, and repeated annually for three years to effectuate meaningfully the other provisions of this Agreement, the

School will deliver website accessibility training to all appropriate personnel, including, but not limited to: content developers such as teachers, staff, volunteers, PTA members, etc.; webmasters; procurement officials; and all others responsible for developing, loading, maintaining, or auditing web content and functionality. This provision requires the School to train all appropriate personnel at each of the key stages set forth in this Agreement, such as the adoption of the Plan Regarding New Web Content and Functionality, the Audit of Existing Content and Functionality, the Interim Plan, and the Corrective Action Plan. To the extent these stages overlap each other in time, the training may be combined as appropriate.

Reporting: For each training session required by this Agreement, the School 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.

E. Administrative Requirements. The School will designate at least one Disability Coordinator who will be responsible coordinate its efforts to comply with and carry out its responsibilities under the law. The School will also adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by federal disability rights law.

Reporting: By February 1, 2015, the School will notify OCR of the identity of its Disability Coordinator and how the person's identity and contact information are being disseminated to students, parents, and members of the public. By January 30, 2015, the School will also submit for OCR's approval a draft grievance procedure and will fully adopt, disseminate, and implement such procedure immediately upon receiving OCR's approval.

The School understands that OCR will not close the monitoring of this Agreement until OCR determines that the School has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. §§ 104.4 (a) and (b), 104.7 104.8, and 104.21, which were at issue in this case.

The School 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 School understands that during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether the School has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. §§ 104.4 (a) and (b), 104.7, 104.8, and 104.21, which were at issue in this case.

The School 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 School written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
For Eagle College Preparatory Charter School

\_\_ December 29, 2014 \_\_\_\_  
Date