

**RESOLUTION AGREEMENT**  
**The University of North Carolina at Chapel Hill**  
**OCR Case No. 11-17-2083**

To ensure compliance with Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35, and to resolve the issues of Office for Civil Rights (OCR) Case No. 11-17-2083, the University voluntarily agrees to take the actions set forth below.

Assurances of Nondiscrimination. The University hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the University's programs, benefits, and services, including those delivered through electronic and digital 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 W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, which are incorporated by reference.

Adherence to these accessible technology standards is one way to ensure compliance with the University'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 University 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 University's programs, services, and activities delivered online.

#### Remedies and Reporting

- 1) Engagement of Consultant. The University will propose for OCR's review and approval the identity and *bona fides* of a Consultant (corporation or individual internal or external to the University) to assist the University in developing a Plan for New Content and Proposed Corrective Action Plan, as defined below; to conduct an audit of content and functionality on its website; and to help initiate and/or provide a training program.
  - a) Reporting: The University agrees to act with all due efficiency to initiate the procurement process whereby it solicits potential vendors to serve as Consultant and to submit to OCR by no later than November 1, 2017 the *bona fides* of its proposed Consultant for OCR's review and approval. OCR will evaluate whether the proposed Consultant has the requisite experience and knowledge to enable the University to meet

the requirements of this Agreement. Following OCR's approval of the Consultant, the University will engage the Consultant.

- 2) Proposed Policies and Procedures Regarding New Online Content and Functionality. By June 30, 2018, the University 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 people 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, the Plan for New Content will require the University to provide equally effective alternative access. The Plan for New Content will require the University, 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, alternatives are not required to produce the identical result or level of achievement for persons with and without disabilities, 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.
  - 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 University's creation of quality assurance procedures, such as inclusion of appropriate contract provisions in agreements with third-party vendors who develop, maintain, or offer online content and functionality, and to the University's use of open sources.
  - c) Within thirty (30) days of receiving OCR's approval of the Plan for New Content, the University will officially adopt and fully implement the Plan for New Content.
  - d) Reporting: Within 45 days of receiving OCR's approval, the University will submit to OCR the approved Plan for New Content, evidence of its adoption and distribution, and a description of how it will be implemented.
- 3) Undue Burden and Fundamental Alteration. For any technology-related requirement in this Agreement for which the University asserts an undue burden or fundamental alteration defense, such assertion may only be made by a Committee comprised of representatives from the University's Workforce Strategy, Equity & Engagement; Information Technology Services; and Communications units, who have 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 Committee. If such a determination is made, the certifying Committee will describe in the written statement how the University 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 University as their nondisabled peers.

- 4) Audit of Existing Content and Functionality. The University will propose for OCR's review and approval the identity and *bona fides* of an Auditor (corporation or individual internal or external to the University) to oversee the audit of all content and functionality on its website, including, but not limited to, the home page and all subordinate pages and sites; and 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 University. The Auditor will have sufficient knowledge and experience in website accessibility for people with disabilities to carry out all related tasks, including developing a Proposed Corrective Action Plan. The Audit will use the Benchmarks for Measuring Accessibility set out above, unless the University receives prior permission from OCR to use a different standard as a benchmark. During the Audit, the University will also seek input from members of the University community with disabilities, including students and employees, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.

Reporting:

- a) By June 30, 2019, the University will submit the *bona fides* 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, with the assistance of the Consultant, to develop a Proposed Corrective Action Plan. Following OCR's approval of the Auditor, the Auditor will initiate the Audit.
- b) By June 30, 2020, the University will submit to OCR documentation of the steps taken by the Auditor 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.
- 5) Proposed Corrective Action Plan. Simultaneously with the submission of the Audit, the University will submit to OCR for its review and approval a proposed Corrective Action Plan to address all inaccessible content and functionality identified during the University's Audit. The proposed Corrective Action Plan will set out a detailed schedule for: (1) addressing problems, taking into account identified priorities, with the University committing all best efforts to complete all corrective actions 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 covered by this Agreement; and (3) 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 approval of the proposed Corrective Action Plan, the University will officially adopt and begin implementing the Corrective Action Plan.

- a) Reporting: Within 45 days of receiving OCR's approval of the proposed Corrective Action Plan, the University will submit to OCR the approved Corrective Action Plan, and documentation establishing that it has adopted the approved Corrective Action Plan and that it will implement the Plan according to the approved schedule. Reports will be due every six months thereafter in the 24 month period during which the University implements the Corrective Action Plan or until the Corrective Action Plan has been completed, whichever occurs first.
  
- 6) Notice. Within 30 days of the date of this Agreement, the University will prominently post on its home page a link to a form approved by OCR, which allows individuals to notify the University of any accessibility issues with its web pages and to receive prompt assistance with any functions or to otherwise obtain access to information covered by such web pages. Thereafter, the University will work to add the link to home pages and websites of its units and divisions.
  - a) Reporting: Within 10 days of posting the above notice on its home page, the University will provide verification of the posting. Such verification will include documentation to OCR regarding the locations and content of its published Notice.
  
- 7) Training. Starting no later than 90 days from the date the University engages the Consultant, and thereafter on an ongoing and as-needed basis, but minimally occurring every year, the University 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: On a quarterly basis, until such time as OCR closes the monitoring of this Agreement, the University will submit to OCR documentation that 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.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the University understands that during the monitoring of this Agreement, upon prior notice to the University, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 and Title II, at 34 C.F.R. Part 104 and 28 C.F.R. Part 35, which were at issue in this case.

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

This Agreement has been entered into voluntarily and does not constitute an admission that the University violated Section 504 and Title II and those statutes' implementing regulations, or any other law enforced by OCR.

By: \_\_\_\_\_/s/\_\_\_\_\_ Date: \_\_\_\_\_06/05/2017\_\_\_\_\_

Matthew M. Fajack  
Vice Chancellor for Finance and Administration