

- 1) The U. S. Department of Education, Office for Civil Rights (OCR), initiated the above-referenced investigation of University of Phoenix (University) pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104. Specifically, the Complainant alleged that the University's new online learning platform, the "New Classroom," was inaccessible to her and prevented her and similarly situated students from participating fully in the University's educational programs.
- 2) Prior to the completion of OCR's investigation, the University 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 voluntarily between the parties and does not constitute a finding or admission that the University is not in compliance with Section 504 and/or its implementing regulation. Accordingly, to ensure compliance with Section 504 and its implementing regulation and to resolve the issues of this investigation, the University voluntarily agrees to take the actions set forth below.
- 3) Terms in this Agreement have the same meaning as defined in the Section 504 regulation, 34 C.F.R. § 104.3.
- 4) "Equally effective alternate access" to electronic and information technology for persons with disabilities is based on (1) timeliness of delivery, (2) accuracy of content, and (3) delivery in a manner and medium appropriate to the person's disability.
- 5) "Fundamental Alteration" means



individuals with disabilities receive the same benefits or services provided by the University as their nondisabled peers.

- 13) Proposed Plan Regarding New Online Content and Functionality. By September 1, 2015, the University 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, including the New Classroom and other educational platform features, will be accessible to people with disabilities as measured by conformance to the benchmark standards set forth

who are blind and who use screen readers and those other disabilities who use mouse alternatives such as sip-and-puff mechanisms, keyboard-only options, eye tracking devices, etc.

14.1 Reporting: By October 1, 2015, the University 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.

- 15) Proposed Corrective Action Plan. By November 15, 2015, 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 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

17) Inaccessible Document Conversion Submissions. By October 1, 2015, the University will create a webpage that conforms to WCAG 2.0 AA with instructions for students on submitting or uploading inaccessible files for remediation and conversion into accessible formats. Trained, knowledgeable University staff will regularly monitor the submissions and uploads, and any file generated or circulated by the University students will be remediated and converted into an accessible format and returned to the submitting student within twenty-four (24) hours of submission. Upon creation of the webpage, the University will communicate its existence to all current students who are known to use assistive technology.

17.1 Reporting: By October 1, 2015, the University will report to OCR that it has completed the requirements of this paragraph.

18) Training. On an ongoing basis, starting no later than 90 days from the date of this Agreement, and repeated at least annually to effectuate meaningfully the other the provisions of this Agreement, the University will deliver technology accessibility training to all appropriate personnel, including, but not limited to: content developers such as professors, staff, administrators, etc.; webmasters; procurement officials; information technology professionals, and all others responsible for developing, loading, maintaining, or auditing online content and functionality. This provision requires the University 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 Corrective Action Plan, and other required steps. To the extent these stages overlap each other in time, the training may be combined as appropriate. Throughout the life of this Agreement, the University will provide the training to all covered employees upon hire or, for existing employees, at least annually.

18.1 Reporting: On a semi-annual basis, starting on October 1, 2015, the University will submit to OCR documentation that it has delivered the required training. 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.

19) IT Disability Coordinators. The University will designate at least two IT Disability Coordinators who will be responsible for coordinating its efforts under this Agreement. The IT Disability Coordinators will be persons knowledgeable about the general requirements of Section 504 of the Rehabilitation Act and its regulation; accessibility and usability of web content; accessible document development and remediation; accessibility and usability of assistive technology; testing and evaluating the accessibility of web and other technologies; this Agreement; and the accessible technology benchmarks listed above. Among other things, these officials will be given the responsibility for receiving and remediating notice of online barriers from people including students and members of the public about inaccessible content or functionality. The IT Disability Coordinators will be vested with sufficient authority to marshal University personnel and financial resources, as appropriate, to remediate identified barriers promptly and effectively, and to enact systemic improvements to fully effectuate the University's commitments made in this Agreement.

19.1 Reporting: By October 1, 2015, the University will notify OCR of the identity of its IT Disability Coordinators and their identity, contact information, and extent of authority are being disseminated to students, professors, administrators, and members of the public.

- 20) Remedies for Complainant. The University will issue a written offer to the Complainant inviting her to re-join the University and to waive all fees and tuition for the courses necessary for her to complete the degree she is currently pursuing. In the same letter, the University will also offer to reimburse the Complainant to cover the costs of courses (tuition and expenses) regarding which she reported that she did not have full and equal enjoyment compared to her nondisabled peers due to inaccessible technology. The University may condition its offer upon the receipt of a

- ii) Regarding such students for whom there is no such contemporaneous evidence, if the student agrees to sign an affidavit that he or she encountered such technological barriers to access, the University will permit the student to repeat the course tuition-free.
  - iii) Regarding such students who were segregated into single-student online classrooms (often called "directed study,"), instead of integrated courses with peer interaction because of technology considerations, the University will invite the students to repeat those or other courses in an integrated setting, tuition-free and with the University covering expenses such as textbooks, up to the number of credit hours for which the student experienced courses in a segregated setting.
- b) Within thirty (30) days of receiving OCR's comments, the University will implement the plan.

21.1.1 Reporting: The University will comply with OCR's reasonable requests for information and documentation as this plan is implemented.

- 22) Monitoring. 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 regulation implementing Section 504, at 34 C.F.R. §§ 104.4 (a) and (b), 104.43, and 104.44, which were at issue in this case.
- 23) Cooperation and Access. The University 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 University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University, interview professors, administrators, staff members, and students, and request such additional reports or data, including simulated online accounts and passwords, as are necessary for OCR to determine whether the University 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), 104.43, and 104.44, which were at issue in this case.
- 24) Interim Timelines. The University has agreed in good faith to the interlineated timelines included in paragraphs 13-21 of this Agreement. Should the University subsequently determine that, despite its good faith and timely efforts, a reasonable amount of additional time is required to complete certain agreed-upon actions, it will submit a request (with supporting information) to OCR to modify those timelines. OCR agrees that it will promptly consider the University's request and will not unreasonably withhold approval.

25) Enforcement. The University understands and acknowledges that OCR may initiate