

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE CHAMPAIGN-URBANA MASS TRANSIT DISTRICT**

DJ No. 204-24-129

1. This Settlement Agreement (“Agreement”) is entered into between the United States of America and the Champaign-Urbana Mass Transit District (“MTD”), (collectively “the Parties”).

2. This Agreement resolves an investigation by the United States regarding MTD’s compliance with Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), 42 U.S.C. §§ 12131 *et seq.*, and its implementing regulations, 28 C.F.R. Part 35 and 49 C.F.R. Part 37.

3. The Parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this matter on mutually agreeable terms and so voluntarily enter into this Agreement.

BACKGROUND

4. Title II of the ADA prohibits public entities from discriminating on the basis of disability, and from excluding qualified individuals with disabilities from participating in, and denying such individuals the benefits of, their services, programs, and activities. 42 U.S.C. § 12132; 28 C.F.R. § 35.130.

5. The Attorney General is responsible for administering and enforcing Title II of the ADA. 28 C.F.R. §§ 35.171-174.

6. MTD is a public entity within the meaning of Title II. 28 C.F.R. § 35.104. MTD is the public transportation provider for the Champaign-Urbana metropolitan area. MTD owns and operates the website at www.mtd.org.

7. This matter is based on a complaint filed with the United States Department of Justice (“Department”) by an individual (“Complainant”) who alleged they have visual impairments and that their ability to access public transportation was significantly curtailed when MTD redesigned its website, www.mtd.org, in such a way that reduced functionality for them and users with visual impairments. Specifically, the Complainant alleged that the website’s redesign limited their ability to plan trips online and consequently limited their

ability to travel independently.

8. The Department asserts that, because of the design of MTD's website, www.mtd.org, MTD denied individuals with visual impairments and manual impairments an equal opportunity to benefit from MTD's services, programs, or activities, in violation of the ADA, 42 U.S.C. § 12132, 28 C.F.R. § 35.130(b)(1)(ii). Specifically, the Department conducted a preliminary survey that identified sixteen web accessibility barriers, including insufficient color contrast between the background and text, inaccessible hyperlinks, and limited keyboard accessibility.

9. MTD denies the allegations in Paragraph 8. Specifically, MTD denies that the Complainant, and other individuals with disabilities, particularly individuals with visual impairments and manual impairments, were prevented from having an equal opportunity to benefit from MTD's services, programs, or activities, in violation of the ADA, 42 U.S.C. § 12132, 28 C.F.R. § 35.130(b)(1)(ii). The MTD asserts that all but one of the visual barriers identified by the Department's preliminary survey were remediated within months of notification. Additionally, MTD asserts that it has invested resources to remediate and improve its provision of services to individuals with disabilities. These improvements include making revisions to improve accessibility of its website and hiring a consultant to improve website accessibility. The Department acknowledges that it has received an accounting of improvements made by the Web Accessibility Consultant to date and other efforts made or committed to be made by the MTD.

RELIEF

10. Nondiscrimination. MTD will comply with the requirements of Title II, the Title II implementing regulations, and the requirements of this Agreement. *See* 42 U.S.C. §§ 12131-12134; 28 C.F.R. Part 35 and 49 C.F.R. Part 37.

11. Web Accessibility. Within nine (9) months of the Effective Date of this Agreement, MTD will ensure that all of its websites, web content, and mobile applications conform with the standards published by the World Wide Web Consortium ("W3C"), including Web Content Accessibility Guidelines ("WCAG") 2.1 AA (which is an international voluntary industry standard).

12. Web Accessibility Coordinator. Within twenty-eight (28) calendar days of the

Effective Date of this Agreement, MTD will designate an employee or consultant to address web accessibility issues. The designated employee or consultant will be knowledgeable concerning: accessibility and usability of websites, web content, and mobile applications; testing and evaluation of the accessibility of web pages and mobile applications; and standards published by W3C, including WCAG 2.1 AA. He or she will serve as the primary contact for web accessibility issues and concerns raised from any source (internal or external), and will oversee and coordinate implementation of the requirements of this Agreement.

13. Web Accessibility Policy. Within ninety (90) days after the Effective Date, MTD will submit for the United States' approval a Web Accessibility Policy consistent with this Agreement. The Web Accessibility Policy will provide for: (1) equal opportunity for qualified individuals with disabilities to participate in and benefit from MTD's services, programs, and activities, and (2) conformance with the requirements of WCAG 2.1 AA for all websites, web content, and mobile applications. Within fourteen (14) days from the date of the United States' written final approval of MTD's policy, MTD will implement same, including by distributing copies of the Web Accessibility Policy to all employees whose work may be affected by the policy.¹

14. Web Accessibility Statement. Within fourteen (14) calendar days of the Effective Date and for the term of the Agreement, MTD will post the following statement on the homepage of www.mtd.org: "MTD is committed to ensuring that its website and mobile applications are accessible to individuals with disabilities. All pages on our website and all mobile applications will meet Web Content Accessibility Guidelines ("WCAG") 2.1 AA conformance. Please report accessibility issues to [insert name and email address for Website Accessibility Coordinator]."

15. Web Accessibility Training. Within three (3) months of the Effective Date, the Web Accessibility Consultant will provide mandatory web accessibility training to all employees and contractors who design, develop, maintain or otherwise have responsibilities related to the content on www.mtd.org or mobile applications. The training will cover: the

¹ WCAG 2.1 AA as referenced in this Agreement means WCAG 2.1 AA as of the date of this Agreement. MTD may choose to comply with future versions of WCAG but is not required to do so by this Agreement.

Web Accessibility Policy, common technological accessibility barriers faced by individuals with disabilities; common assistive technologies used by individuals with disabilities in interacting with websites; and an overview of accepted accessibility standards, including WCAG 2.1 AA. Any employee or contractor covered by this paragraph (*i.e.* one who designs, develops, maintains or otherwise has responsibilities related to the technical operation of www.mtd.org or mobile applications) who is hired after this training is conducted will receive equivalent training within six (6) weeks of hire.

16. Web Accessibility Consultant and Evaluation. MTD has retained an independent consultant (“Web Accessibility Consultant”) who has expertise concerning accessible web and mobile applications development, the terms of this Agreement, and WCAG 2.1 AA. MTD has also sent the Department an accounting of improvements made by the Web Accessibility Consultant to date. Within four (4) months of the Effective Date, the independent Web Accessibility Consultant will provide MTD with a written evaluation (“Web Accessibility Evaluation”) regarding (a) whether www.mtd.org is in conformance with the requirements of WCAG 2.1 AA, and recommendations to achieve conformance for any areas of nonconformance, (b) whether MTD mobile applications are in conformance with the requirements of WCAG 2.1 AA, and recommendations to achieve conformance for any areas of nonconformance, and (c) other recommendations to improve the accessibility of www.mtd.org. MTD will implement all of the recommendations contained in the Web Accessibility Evaluation within sixty (60) days of receiving the evaluation. Within fourteen (14) days of MTD’s receipt of the Web Accessibility Evaluation, MTD will provide a copy of same to the Department.

INVESTMENT

17. Investment Toward Improving Services for Individuals with Disabilities. In addition to any costs related to the Relief described above, MTD will invest a minimum of one hundred thousand dollars (\$100,000) over the term of the Agreement to improve its services for individuals with disabilities.

OTHER PROVISIONS

18. Reporting. Nine (9) months, fifteen (15) months, and twenty-one (21) months after the Effective Date, the Web Accessibility Coordinator will submit a report to the

Department describing MTD's fulfillment to that date of the requirements of this Agreement. The report will also include a list of complaints that MTD received during the reporting period related to web accessibility or alleged violations of the ADA. The list will contain the following information for each complaint: the name of the complainant, the date of the complaint, a summary of the complaint, and MTD's response to the complaint.

19. Address. All information provided to the Department pursuant to Paragraphs 13, 16, and 18 of this Agreement shall be provided to the Department via electronic mail to nabina.sinha@usdoj.gov and joshua.grant@usdoj.gov. All confidential information, subject to exceptions to the Freedom of Information Act, provided to the Department shall be maintained in a confidential manner, and shall be used only for purposes of implementing this Agreement, unless otherwise authorized by law.

20. Consideration. In consideration for the Agreement set forth above, the United States will not institute any civil action alleging discrimination based on the allegations contained in DJ No. 204-24-129, except as provided in the immediately following paragraph.

21. Enforcement. The United States may review MTD's compliance with this Agreement or Title II of the ADA at any time while this Agreement remains in effect. If the United States believes that MTD has failed to comply adequately or in a timely manner with any requirement of this Agreement or that any requirement has been violated, the United States shall notify MTD in writing and the Parties shall attempt to resolve the issue in good faith. If the parties are unable to reach a satisfactory resolution of the issue within thirty (30) days, or such other time agreeable to both parties, of the date the United States provides notice to MTD of the portions of this Agreement with which the MTD has failed to comply, the United States may institute a civil action in an appropriate Federal District Court to enforce this Agreement or the ADA.

22. Severability. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement will nonetheless remain in full force and effect.

23. Non-Waiver. Failure by the United States to enforce any provision of this Agreement will not be construed as a waiver of the United States' right to enforce any provision of this Agreement.

24. Extensions. The time frame for completion of any act required by this Agreement may be modified with the mutual written consent of the Parties.

25. Authority. A signatory to this document in a representative capacity for MTD represents that he or she is authorized to bind MTD to this Agreement.

26. Entire Agreement. This Agreement constitutes the entire Agreement between the United States and MTD on the matters raised herein and no other statement, promise, or agreement, made by any party or agents of any party, that is not contained in this Agreement, including amendments, is enforceable.

27. Limitation. This Agreement is not intended to remedy any other potential violations of the ADA or any other law by MTD that is not specifically addressed in this Agreement. This Agreement does not affect MTD's continuing responsibility to comply with all applicable aspects of the ADA.

28. Publicity. A copy of this Agreement or any information contained herein may be made available to any person, and MTD will provide a copy of this Agreement to any person upon request.

29. Effective Date. The effective date of this Agreement is the date of the last signature below.

30. Term. The duration of this Agreement is two (2) years from the effective date.

31. Costs. Each party will assume its own costs and expenses, including attorneys' fees.

32. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Agreement, notwithstanding that each Party is not a signatory to the original or the same counterpart.

FOR THE UNITED STATES OF AMERICA:

GREGORY K. HARRIS
United States Attorney

/s/

JOSHUA I. GRANT
Assistant United States Attorney
United States Attorney's Office
Central District of Illinois
318 South 6th Street
Springfield, IL 62701
(217) 492-4468
Joshua.Grant@usdoj.gov

Date: 12/14/21

REBECCA B. BOND
Chief
KATHLEEN P. WOLFE
Special Litigation Counsel
AMANDA MAISELS
Deputy Chief

/s/

NABINA SINHA
Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW
Washington, DC 20530
(202) 616-2730
Nabina.Sinha@usdoj.gov

Date: 12/14/21

**FOR THE CHAMPAIGN-URBANA
MASS TRANSIT DISTRICT**

/s/

KARL GNADT
Managing Director/CEO
Champaign-Urbana Mass Transit District
1101 E. University Avenue
Urbana, IL 61802
(214) 384-8188
KGnadt@mtd.org

Dated: 12/14/21

/s/

FREDERICK STAVINS
Attorney for the Champaign-Urbana Mass
Transit District
102 N. Neil St.
Champaign, IL
(217) 403-8765
Frederick.Stavins@champaignil.gov

Dated:12/13/21

