

RESOLUTION AGREEMENT

Commack School District
Case Number 02-17-1514

In order to resolve Case No. 02-17-1514, the Commack School District (“the District”) assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will continue to take the actions detailed below pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 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 (“the ADA”), 42 U.S.C. § 12131 et seq., and its implementing regulation at 28 C.F.R. Part 35.

This Resolution Agreement has been voluntarily entered into by the District and does not constitute an admission by the District that it is not in compliance with the above-mentioned laws and regulations.

Action Items:

2. Current Online Content and Functionality. By August 31, 2020, or sooner, if feasible, the District agrees that it will take all actions necessary to ensure that individuals with disabilities have an equal opportunity to access the content and functionality of the District’s programs and activities offered on the District’s website, posted by the District or on its behalf. To meet this commitment, the District will develop a strategy¹ for identifying and making accessible any currently inaccessible (for individuals with disabilities) existing content and functionality; develop a notice to persons with disabilities regarding how to request that the District provide access to online content or functionality that is currently inaccessible; prominently post this notice on its home page and throughout its website; and develop a process to ensure that, upon request, inaccessible content and functionality will be made accessible² in a timely manner.
3. New Online Content and Functionality. By October 31, 2018, or sooner, if feasible, the District will establish a plan to ensure that all new online content and functionality on the District’s website, that is developed or procured by the District or on the District’s behalf, ~~or~~ and used by the District after the date on which this Agreement is fully executed will be accessible to individuals with disabilities, to the extent required by, and in accordance with applicable law, and unless doing so will result in an “undue burden” or “fundamental

¹ The District may incorporate into its strategy, as an equally effective alternative, that all online infrequently accessed PDF documents that were created prior to January 1, 2012 and that are not already accessible or otherwise available in a word processing format, will, upon request, be provided in an accessible form. If incorporated, notice of this alternative must be prominently displayed on the webpages where the infrequently accessed PDF documents appear or any successor page, however titled. The notice must state that accessible alternatives are available upon request, provide information about how to make a request, and that documents will be provided within three business days of the District’s receipt of the request.

² “Accessible” will be defined consistent with applicable law and regulations. If content and functionality cannot reasonably be made accessible through the website, the District must provide equally effective alternative access in a timely manner.

alteration” as described in Paragraph “3.” The plan will include staff training, to the extent necessary, to ensure its complete implementation.

4. Undue Burden and Fundamental Alteration. This Agreement does not require the District to take any action that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity or in an undue financial and administrative burden. In those circumstances where the District can demonstrate that compliance would result in a fundamental alteration or undue burden, the District will take other action that would not result in a fundamental alteration or undue burden, but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the District.
5. Technical Assistance. OCR will make itself available to provide technical assistance to the District during the District’s implementation of this Agreement.

Reporting Requirement: By August 31, 2020 or sooner, if feasible, the District will submit a report to OCR that describes existing and on-going efforts to maintain accessibility of the content and functionality of the District’s website. In addition, the report will contain a certification by the District that it has complied with the terms of this Agreement.

The District understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirement of this Agreement. Further, the District understands that during OCR’s monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement. Upon the District’s compliance with the commitments made under this Agreement, OCR will close the case.

The District 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 the Agreement, OCR will give the District 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/_____
Donald James, Ed.D.
Superintendent of Schools
Commack School District

July 23, 2018

Date