

Resolution Agreement

South Dakota School for the Blind and Visually Impaired OCR Docket No. 07-19-5926

To resolve the above-referenced directed investigation brought under Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act, the Office for Civil Rights (OCR) of the U.S. Department of Education and the South Dakota School for the Blind and Visually Impaired (School) enter into the following agreement. This agreement supersedes any prior agreement between OCR and the School addressing website accessibility. The parties to this agreement acknowledge that it is entered into voluntarily, and that it does not constitute an admission of liability, non-compliance, or wrongdoing by the School.

1. Online Content and Functionality. The School agrees that it will, in a reasonably timely manner, and in no case longer than 12 months, develop and take substantial steps in the implementation of a strategy to ensure that individuals with disabilities have an equal opportunity to participate in the School's programs and activities offered through the School's website by making the online content and functionality accessible,¹ or, if necessary, providing equally effective alternate access. To meet this commitment, the School will develop a strategy for identifying and addressing inaccessible content and functionality for individuals with disabilities. The School's strategy will designate the standard that the School will use to determine the accessibility of online content and functionality (e.g., WCAG 2.0 level AA or a similar standard).

This strategy will address both existing content and functionality up to the effective date of this agreement, and new or updated online content or functionality that is published, developed, procured, or used after the effective date of this agreement. The strategy may include setting priorities for addressing online content and functionality by, for instance, placing a high priority on first making accessible: (1) site navigation and templates; (2) key information concerning matters such as registration, student records, school calendars, after school programs, codes of conduct, special education, transportation, grievance procedures related to discrimination allegations; (3) the most frequently visited pages on the School's website that the School identifies; (4) portions of the website that are of high importance to students, employees, or applicants with disabilities; and (5) content and functionality about which the School has received complaints, or which has been flagged for accessibility problems by individual users.

Nothing in this provision should be construed to mean that any content and functionality is not subject to the requirements of Section 504 and Title II.

¹ "Accessible" refers to information or technology that, at a minimum, affords a person with a disability the opportunity to acquire the same information, engage in the same interactions, and enjoy the same programs and activities as a person without a disability in an equally effective and equally integrated manner, with substantially equivalent ease of use.

2. Accessible Alert Process. The School agrees that it will, in a reasonably timely manner, and in no case longer than 1 month, implement and maintain an accessible process for users to alert the School to pages that have accessibility problems.
3. Undue Burden and Fundamental Alteration. This agreement does not require the School to take any action that it demonstrates in writing, in OCR's reasonable determination, would result in a fundamental alteration in the nature of a service, program, or activity or in undue financial and administrative burdens.
4. Technical Assistance. Upon request, OCR will provide technical assistance to the School, to the extent practicable, during the School's implementation of this agreement. The School's duty to comply with this agreement is not altered by the availability of technical assistance.
5. Reporting Provision. By 2/1/2021, the School will submit a report to OCR demonstrating that it has fully satisfied the terms of this agreement. The report will discuss the strategy developed, benchmarks that the School has used to measure progress in making its online content and functionality accessible, ongoing efforts to ensure the accessibility and usability of the School's online content and functionality, and the accessible process for users to alert the School to accessibility problems.

The School understands that by signing this agreement, it agrees to provide data and other information in a reasonably timely manner in accordance with the reporting requirement of this agreement. Further, the School understands that during OCR's monitoring of this agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the School has fulfilled the terms of this agreement. Upon the School's satisfaction of the commitments made under this agreement, OCR will close the 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 the agreement, OCR will give the School written notice of the alleged breach, and sixty (60) calendar days to cure the alleged breach.

This agreement will become effective upon the signature of the representative for the School, set out below.

/s/

Marje Kaiser, ED
 Superintendent
 South Dakota School for the Blind and
 Visually Impaired

2/4/2020

Date