

Resolution Agreement

Hawaii School for the Deaf and Blind
OCR Reference No. 10161255

To resolve the above-referenced complaint brought under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, the Office for Civil Rights (OCR) of the U.S. Department of Education and the Hawaii School for the Deaf and Blind (“the school”) enter into the following agreement. This agreement supersedes the agreement the school entered into on February 16, 2018. This agreement was entered into voluntarily and does not constitute an admission of liability, non-compliance, or wrongdoing by the school.

1. Current Online Content and Functionality. By February 16, 2020, the school agrees that it will take all actions necessary to ensure that individuals with disabilities have an equal opportunity to participate in the school programs and activities offered through the school’s website or equally effective alternate access. To meet this commitment, the school will: develop a strategy for identifying inaccessible content and functionality for individuals with disabilities; develop a notice to persons with disabilities regarding how to request that the school provide access to online information or functionality; 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 accessible¹ in an expedient manner.
2. New Online Content and Functionality. The school will comply with all policies and procedures adopted by the Hawaii Department of Education relating to all new, newly added, or modified online content and functionality of the school’s website to ensure that its website is accessible to people with disabilities, except where doing so would impose a fundamental alteration or undue burden.
3. Undue Burden and Fundamental Alteration. This agreement does not require the school 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 undue financial and administrative burdens. In those circumstances where the school can demonstrate compliance would result in such an alteration or burden, the school will ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the school.
4. Technical Assistance. OCR will make itself available to provide technical assistance to the school during the school’s implementation of this agreement.
5. Reporting Provision. By February 16, 2020, the school will submit a report to OCR demonstrating that it has fully satisfied the terms of this agreement. The report will

¹ “Accessible,” for purposes of this agreement, means a person with a disability is afforded the opportunity to acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability in an equally effective and equally integrated manner, within the same timeframes, and with substantially equivalent ease of use.

describe benchmarks the school has reached and on-going efforts to maintain web accessibility and usability of the school's website.

The school 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 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 immediately upon the signature of the school representative below.

_____/s/_____
Dr. Christina M. Kishimoto
Superintendent
Hawaii Department of Education

Date

May 7, 2018