

Resolution Agreement

Desert Research Institute, Nevada OCR Docket No. 10-19-6913

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 Desert Research Institute (Institute), a scientific research institute of the Nevada System of Higher Education, enter into the following agreement.¹ This agreement supersedes any prior agreement between OCR and the Institute 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 Institute.

1. Online Content and Functionality. The Institute agrees that it will, in a reasonably timely manner, and in no case longer than 12 months after the Governor of Nevada lifts the statewide state of emergency and authorizes Institute employees to work at the Institute's Las Vegas and Reno, Nevada facilities, 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 Institute's programs and activities offered through the Institute's website by making the online content and functionality accessible,² or, if necessary, providing equally effective alternate access. To meet this commitment, the Institute will develop a strategy for identifying and addressing inaccessible content and functionality for individuals with disabilities. The Institute's strategy will designate the standard that the Institute 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 on-line resources (including downloadable e-books and publications in other formats), location and hours, events and calendars, grievance procedures related to discrimination allegations; (3) the most frequently visited pages on the Institute's website that the Institute identifies; (4) portions of the website that are of high importance to patrons, visitors, employees or applicants for employment with disabilities; and (5) content and functionality about which the Institute has received complaints, or which has been flagged for accessibility problems by individual users.

¹ The Agreement is limited to the Desert Research Institute and does not cover any other division or institution within the Nevada System of Higher Education.

² "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.

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.

2. Accessible Alert Process. The Institute 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 Institute to pages that have accessibility problems.
3. Undue Burden and Fundamental Alteration. This agreement does not require the Institute 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 Institute, to the extent practicable, during the Institute's implementation of this agreement. The Institute's duty to comply with this agreement is not altered by the availability of technical assistance.
5. Reporting Provision. Within 12 months of the Governor of Nevada lifting the statewide state of emergency and authorizes Institute employees to work at the Institute's Las Vegas and Reno, Nevada facilities, the Institute 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 Institute has used to measure progress in making its online content and functionality accessible, ongoing efforts to ensure the accessibility and usability of the Institute's online content and functionality, and the accessible process for users to alert the Institute to accessibility problems.

The Institute 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 Institute understands that during OCR's monitoring of this agreement, if necessary, OCR may visit the Institute, and interview staff, and request such additional reports or data as are necessary for OCR to determine whether the Institute has fulfilled the terms of this agreement. Upon the Institute's satisfaction of the commitments made under this agreement, OCR will close the case.

The Institute 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 Institute 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 Institute, set out below.

/s/

4/16/2020

Dr. Kumud Acharya
President
Desert Research Institute

Date