

## **Resolution Agreement**

### **Poquoson Public Library, Virginia OCR Docket No. 11198903**

To resolve the above-referenced directed investigation brought under Title II of the Americans with Disabilities Act of 1990, the Office for Civil Rights (OCR) of the U.S. Department of Education and Poquoson Public Library (Library) enter into the following agreement. This agreement supersedes any prior agreement between OCR and the Library 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 Library.

1. On-line Content and Functionality. The Library agrees that it will, in a reasonably timely manner, and in no case longer than twelve (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 Library's programs, services, and activities offered through the Library's website by making the on-line content and functionality accessible,<sup>1</sup> or, if necessary, providing equally effective alternate access. To meet this commitment, the Library will develop a strategy for identifying and addressing inaccessible content and functionality for individuals with disabilities. The Library's strategy will designate the standard that the Library will use to determine the accessibility of on-line 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 on-line 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 on-line 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 Library cards, catalogs, on-line resources (including downloadable e-books and publications in other formats), children and youth programs, branch locations and hours, events and calendars, room reservations, grievance procedures related to discrimination allegations; (3) the most frequently visited pages on the Library's website that the Library 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 Library 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 Title II.

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<sup>1</sup> "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 Library agrees that it will, in a reasonably timely manner, and in no case longer than one (1) month, implement and maintain an accessible process for users to alert the Library to pages that have accessibility problems.
3. Undue Burden and Fundamental Alteration. This agreement does not require the Library 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 Library, to the extent practicable, during the Library's implementation of this agreement. The Library's duty to comply with this agreement is not altered by the availability of technical assistance.
5. Reporting Provision. By December 1, 2020, the Library 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 Library has used to measure progress in making its on-line content and functionality accessible, ongoing efforts to ensure the accessibility and usability of the Library's on-line content and functionality, and the accessible process for users to alert the Library to accessibility problems.

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

The Library 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 under 28 C.F.R. § 35.174, or judicial proceedings to enforce the agreement, OCR will give the Library 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 Library, set out below.

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Ms. Jessica Hartley  
Director  
Poquoson Public Library

1/8/2020

Date