

RESOLUTION AGREEMENT

I. INTRODUCTION

Mt. Hood Community College (college) enters into this agreement to resolve the allegation made in a complaint (OCR Reference No. 10142224) filed with the U.S. Department of Education, Office for Civil Rights (OCR), under section 504 of the Rehabilitation Act of 1973 (Section 504) and title II of the Americans with Disabilities Act of 1990 (Title II).

II. GENERAL PROVISIONS

- A. This agreement resolves only the allegation OCR accepted for resolution of the complaint and does not constitute an admission by the college of a violation of Section 504, Title II, 34 C.F.R. Part 104, 28 C.F.R. Part 35, or any other law.
- B. OCR agrees to discontinue its investigation of the complaint based upon the college's commitment to take the actions specified in this agreement, which, when fully implemented, will resolve the allegation OCR accepted for resolution.
- C. The college understands and acknowledges that if it does not fully implement this agreement, OCR will take appropriate measures within its authority to effect compliance and 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 and 100.10) or judicial proceedings, OCR shall give the college written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.
- D. The college understands that by signing this agreement, it agrees to provide OCR reports, data, and other information in a timely manner. Further, the college understands that during monitoring of the college's implementation of this agreement, OCR may visit the college; interview staff members and students; access the college's website; test the accessibility of the college's on-line programs, services, and activities; and request such additional reports, data, and other information necessary for OCR to determine whether the college has fulfilled the terms of this agreement and is in compliance with the Section 504 regulations at 34 C.F.R. §§ 104.4, 104.43, and 104.44 and the Title II regulations at 28 C.F.R. §§ 35.130, 35.133, 35.160, 35.161, and 35.163, which are at issue in this case.
- E. OCR will not terminate its monitoring of the college's implementation of this agreement until OCR determines that the college has fulfilled the agreement's terms and is in compliance with the Section 504 regulations at 34 C.F.R. §§ 104.4, 104.43, and 104.44 and the Title II regulations at 28 C.F.R. §§ 35.130, 35.133, 35.160, 35.161, and 35.163.

III. RESOLUTION PROVISIONS

A. On-Line Accessibility Policies and Procedures

1. For OCR's review and approval, by November 28, 2014, the college will draft policies and procedures to ensure that all on-line programs, services, and activities are accessible to people with disabilities, including college programs, services, and activities delivered on-line by the college through third-party vendors. This provision includes, but is not limited to, policies and procedures that ensure that college applicants and students with disabilities:
 - a. are able to independently acquire the same information, engage in the same interactions, and enjoy the same benefits and services within the same timeframe as nondisabled applicants and students, with substantially equivalent ease of use; and
 - b. are not excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any college programs, services, and activities delivered on-line.
2. Within 90 calendar days of receipt of OCR's comments about the college's draft on-line accessibility policies and procedures developed pursuant to section III.A.1. of this agreement, the college will incorporate OCR's comments into those policies and procedures and formally adopt and fully implement them.

B. Notice, Training, and Resources

1. Within 30 calendar days of adopting the on-line accessibility policies and procedures pursuant to section III.A.2. of this agreement, the college will notify all college employees, faculty, students, and applicants about the policies and procedures.
2. By September 30, 2015, the college will conduct training about the policies and procedures adopted pursuant to section III.A.2. of this agreement. Mandatory training attendees will include the college's:
 - a. Section 504 and Title II coordinator(s);
 - b. disability services office staff members
 - c. information technology staff members;
 - d. webmaster(s);
 - e. administrators and other employees responsible for purchasing technology related to delivery of on-line programs, services, and activities;

- f. library staff members; and
 - g. any faculty members and administrators who teach on-line classes or create or post documents and other information to college websites or otherwise incorporate students' use of electronic resources in college classes.
3. By March 27, 2015, the college shall make available to faculty, administrators, and staff members who develop or post content on college websites or through on-line classes, or otherwise incorporate use of websites and digital content in classes, resources to assist in meeting their obligations to ensure accessibility of college on-line programs, services, and activities, including resources for supporting the accessibility of specific websites and on-line classes and tools for ensuring the accessibility of digital content.
 4. By March 27, 2015, the college will establish a webpage that contains, among other things, the on-line accessibility policies and procedures adopted pursuant to section III.A.2. of this agreement, the grievance procedure for filing grievances about accessibility concerns adopted pursuant to section III.D.2. of this agreement, and other accessibility resources.

C. Accessibility Audit and Corrective Action Plan

1. By November 28, 2014, the college will complete an audit of the accessibility of college programs, services, and activities delivered to applicants and students through websites and on-line classes during the 2013–2014 and 2014–2015 academic years. The audit will be conducted in consultation with individual(s) knowledgeable about on-line accessibility and in consultation with users with disabilities representing the class of applicants and students served by the college. The audit will examine the accessibility of college programs, services, and activities delivered on-line, including:
 - a. intranet and internet websites;
 - b. learning management systems;
 - c. search engines and databases;
 - d. content delivered in digital form;
 - e. documents posted to websites;
 - f. videos and videos in Flash format posted on websites or used for on-line classes;
 - g. library database materials;
 - h. applications for admission;
 - i. on-line class registration; and
 - j. any other aspect of college programs, services, and activities delivered to applicants and students on-line.

2. By January 30, 2015, based on the findings from the audit conducted pursuant to section III.C.1. of this agreement, the college will develop a corrective action plan to address inaccessible programs, services, and activities delivered on-line. The corrective action plan will include:
 - a. the accessibility standard the college will use;
 - b. priorities for making corrections;
 - c. schedule for making corrections;
 - d. systems to ensure the accessibility of procurements, acquisitions, and contracts related to college programs, services, and activities delivered on-line, as well as the use of open source resources through such safeguards as testing conducted prior to deployment;
 - e. systems for verification of vendor and contractor claims of accessibility through such safeguards as testing conducted prior to purchasing or contracting;
 - f. systems to ensure accessibility of college programs, services, and activities delivered on-line is maintained through continuous reviews and, as necessary, remediation; and
 - g. an interim procedure for applicants and students with disabilities to request the college make accessible specific programs, services, and activities delivered on-line until the college has completed the actions identified in the corrective action plan.
3. By January 30, 2015, the college shall disseminate the corrective action plan developed pursuant to section III.C.2. of this agreement among college employees, faculty, students, and applicants, and the corrective action plan shall be posted on the websites for the college's disability services office, on-line learning webpage, and the college webpage dedicated to accessibility resources required by section III.B.4. of this agreement.
4. By August 26, 2016, the college will complete its corrective action plan developed pursuant to section III.C.2. of this agreement.

D. Grievance Procedure

1. For OCR's review and approval, by November 28, 2014, the college shall provide OCR with a grievance procedure compliant with Section 504 and Title II whereby a student, applicant, college employee, or member of the public may file a grievance with the college regarding an inaccessible college program, service, or activity delivered on-line. For purposes of this section, the college may use its existing Section 504 and Title II grievance procedures if those procedures comply with the Section 504 and Title II implementing regulations at 34 C.F.R. § 104.7 and 28 C.F.R. § 35.107 and OCR policies regarding effective grievance procedures.

2. Within 90 calendar days of receiving OCR's comments about the grievance procedure developed pursuant to section III.D.1. of this agreement, the college will incorporate OCR's comments into that procedure and formally adopt and implement the grievance procedure. The grievance procedure shall be posted on the websites for the college's disability services office, on-line learning webpage, and the college webpage dedicated to accessibility resources required by section III.B.4. of this agreement.

E. Individual Remedy

By October 31, 2014, the college will send a letter to the applicant who is the subject of the complaint offering him an opportunity to take, for credit, a college on-line class of his choosing without cost to him. The college will send the letter to the applicant by e-mail and U.S. Mail and the offer will be in effect for the five-year period following the date of the letter.

IV. REPORTING PROVISIONS

A. Report about On-Line Accessibility Policies and Procedures

1. By November 28, 2014, the college will provide OCR with a draft of the on-line accessibility policies and procedures required by section III.A.1. of this agreement. The draft will be accompanied by a detailed report about the method(s) the college used to develop the draft policies and procedures and a list of the individuals involved in developing the draft and their qualifications.
2. As promptly as possible, OCR will provide the college with comments about its draft on-line accessibility policies and procedures developed pursuant to section III.A.1. of this agreement.
3. Within 30 calendar days of the adoption of the policies and procedures required by section III.A.2. of this agreement, the college will provide OCR with a detailed report about its adoption and implementation of those policies and procedures. The report will include where the policies and procedures are published, the methods for implementing them, and the employees responsible for their implementation.

B. Reports about Notice, Training, and Resources

1. Within 30 calendar days of disseminating the notice required by section III.B.1. of this agreement, the college will provide OCR with a detailed report that includes a copy of the notice, a description of where and how the notice was disseminated, and a list of the categories of individuals and groups to whom the notice was disseminated.
2. By October 30, 2015, the college will provide OCR with a detailed report about the training it conducted pursuant to section III.B.2. of this agreement. The report will include information that demonstrates that the college has conducted the training, including the list of training date(s), the qualifications of the trainer(s), a list of training attendees and their position titles and departments, copies of the training agenda, and any handouts and visual aids used for the training.
3. By April 27, 2015, the college will provide OCR with a detailed report about the method(s) used to deliver or disseminate the resources required by section III.B.3. of this agreement, a description of the resources, and a list of the individuals or groups of individuals to whom the resources were delivered or disseminated.
4. By April 27, 2015, the college will provide OCR with a detailed report about the webpage required by section III.B.4. of this agreement, including the website location and contents.

C. Report about Accessibility Audit and Corrective Action Plan

1. By January 30, 2015, the college will provide OCR with a detailed report about the results of the accessibility audit required by section III.C.1. of this agreement, including the methods the college used to conduct the audit, a list and description of the college's programs and activities audited, and a list of the individuals who participated in the audit and their qualifications.
2. By February 27, 2015, the college will provide OCR with a detailed report about the corrective action plan required by section III.C.2. of this agreement, including a copy of the corrective action plan, the methods the college used to develop the corrective action plan, a description of how each element required by section III.C.2. is addressed by the plan, a list of the individuals who participated in the development of the plan and their roles and qualifications, and a description of the user testing required by section III.C.2.

3. By February 27, 2015, the college will provide OCR with a detailed report about its dissemination of the corrective action plan developed pursuant to section III.C.3. of this agreement, including a copy of the plan, the methods the college used to disseminate the plan, a list of the individuals and groups to whom the plan was disseminated, and the addresses of the websites on which the plan was posted.
4. By October 14, 2016, the college will provide OCR with a detailed report about the implementation of the corrective action plan required by section III.C.4. of this agreement.

D. Report about Grievance Procedure

1. By November 28, 2014, the college will provide OCR with a draft of the grievance procedure required by section III.D.1. of this agreement. The draft will be accompanied by a detailed report about the method(s) the college used to develop the grievance procedure and a list of the individuals involved in developing the procedure and their qualifications.
2. As promptly as possible, OCR will provide the college with comments about the draft grievance procedure developed pursuant to section III.D.1. of this agreement.
3. Within 30 calendar days of the adoption of the grievance procedure required by section III.D.2. of this agreement, the college will provide OCR with a detailed report about its adoption and implementation of the grievance procedure. The report will include where the grievance procedure is published, the methods for implementing the procedure, and the employees responsible for addressing grievances made through the procedure.

E. Report about Individual Remedy

By December 23, 2014, the college will provide OCR with a detailed report about the individual remedy required by section III.E. of this agreement. The report will include a copy of the letter sent to the individual, copies of any other communications held between the college and the individual relevant to the remedy, and a description of any response by the individual to the college's offer of a free on-line class.

F. Report about Grievances

By May 27, 2016, the college will provide OCR with a detailed report about any formal or informal grievances communicated to the college, between the effective date of this agreement and 30 days prior to the report required by this section, about the accessibility of college programs, services, and activities delivered on-line. The report will include the identity of each grievant, the date the grievance was communicated to the college, a description of the issue(s) raised by each grievance and the college's response to the grievance, and the date and form of the college's response to each grievant.

Signed:

_____/s/_____
Dr. Debra Derr, President
Mt. Hood Community College

____09/08/2014_____
Date