

## **Resolution Agreement**

### **Bakersfield College, California OCR Docket No. 09-19-6902**

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 of 1990, the Office for Civil Rights (OCR) of the U.S. Department of Education and Bakersfield College and the Kern Community College District, of which Bakersfield College is a part (collectively, “the College”), enter into the following agreement.<sup>1</sup> This agreement supersedes any prior agreement between OCR and the College 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 College.

1. Online Content and Functionality. The College 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 College's programs and activities offered through the College's website by making the online content and functionality accessible,<sup>2</sup> or, if necessary, providing equally effective alternate access. To meet this commitment, the College will develop a strategy for identifying and addressing inaccessible content and functionality for individuals with disabilities. The College's strategy will designate the standard that the College 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 recruitment, enrollment, course registration, student records, codes of conduct, financial transactions with students and parents/guardians, and grievance procedures related to discrimination allegations; (3) the most frequently visited pages on the College's website that the College 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 College has received complaints, or which has been flagged for accessibility problems by individual users.

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<sup>1</sup> This Agreement is limited to Bakersfield College and does not cover the Kern Community College District as a whole, nor its other member institutions.

<sup>2</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.

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 College 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 College to pages that have accessibility problems.
3. Undue Burden and Fundamental Alteration. This agreement does not require the College 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 College, to the extent practicable, during the College's implementation of this agreement. The College's duty to comply with this agreement is not altered by the availability of technical assistance.
5. Reporting Provision. By April 1, 2021, the College 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 College has used to measure progress in making its online content and functionality accessible, ongoing efforts to ensure the accessibility and usability of the College's online content and functionality, and the accessible process for users to alert the College to accessibility problems.

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

The College 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 College written notice of the alleged breach, and sixty (60) calendar days to cure the alleged breach.

This agreement will become effective upon the signatures of the representatives for Bakersfield College and the Kern Community College District, set out below.

/s/ Sonya Christian  
Dr. Sonya Christian  
President  
Bakersfield College

May 28, 2020  
Date:

/s/ Thomas J. Burke  
Thomas J. Burke  
Chancellor  
Kern Community College District

5/10/20  
Date: