

## **RESOLUTION AGREEMENT**

### **Clark College, Washington OCR Reference No. 10162006**

Clark College voluntarily agrees to take the following actions to resolve two allegations asserted in the above-referenced complaint filed with the U.S. Department of Education's 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). This Agreement is entered into by Clark College without an adverse finding having been made by OCR regarding the two allegations.

## **I. REMEDIAL ACTIONS AND REPORTING**

### **A. Accessible Routes**

1. Review. By June 1, 2022, Clark College will conduct a review of accessible routes to determine whether its main campus meets applicable accessibility standards in place at the time of construction or most recent alteration.
2. Plan. By June 1, 2022, Clark College will develop a plan to address any accessible routes that do not meet the applicable accessibility standard identified by the review conducted pursuant to section I.A.1. of this Agreement. The plan will include a description of the specific measures that Clark College will take to complete the plan, including timeframes for completion, and the plan will require that any alterations comply with the 2010 Americans with Disabilities Act Standards for Accessible Design (2010 Standards).
3. OCR approval. By June 1, 2022, Clark College will submit to OCR for OCR's comment and approval a report of Clark College's review and the resulting plan required by Sections I.A.1-2 of this Agreement. OCR will provide Clark College with comments about the review and plan. Clark College will modify the plan taking into consideration any changes required by OCR and resubmit the plan to OCR within 45 calendar days of receiving OCR's comments. OCR and Clark College will repeat this procedure until OCR approves Clark College's review and plan.
4. Reporting about any construction delays. Clark College will ensure that the actions required by the plan approved by OCR pursuant to Section I.A.3. of this Agreement are completed and that any alterations conform to the 2010 Standards. If Clark College finds that it cannot complete construction to remediate any accessible route by the date provided for in the plan approved by OCR pursuant to Section I.A.3. of this Agreement, Clark College will notify OCR within 45 calendar days of the determination that construction will not be completed and the reasons for the delay and will negotiate with OCR an alternative completion date.
5. Reporting. Within 45 calendar days of completing the plan approved by OCR pursuant to Section I.A.3. of this Agreement, Clark College will provide OCR with

documentation demonstrating that it has completed the actions required by the plan approved by OCR. The documentation will include a description of the remediation, photographs of any alterations, and will provide sufficient detail to demonstrate that any alterations are consistent with the 2010 Standards.

## **B. Information and Communication Technologies**

1. Assessment. Recognizing that fully-accessible information and communication technologies would make the relevant aspects of the underlying College's educational and wayfinding programs, services, and activities fully accessible to students with disabilities, by December 31, 2022, Clark College will conduct assessments to determine whether the information and communication technologies Clark College intends for student use comply with an accessibility standard acceptable to OCR, such as the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.1 level AA, or similar accessibility standard. If Clark College does not have sufficient internal capacity to complete professional and thorough assessments, Clark College will retain one or more consultants or hire one or more additional employees to conduct the assessments. The assessments will include applications and digital content created internally by Clark College personnel and any applications and digital content provided through other state agencies, alliances, or third-party vendors (third parties). The assessments of applications and digital content Clark College intends for student use through third parties will include, but not be limited to, the following applications and digital content:

- Pearson MyLab Math,
- McGraw Hill Connect,
- ProQuest and Ebook Central,
- the interactive campus map on the Clark College website, and
- CTC link.

The assessments of applications and digital content provided to Clark College through third parties will be accomplished as follows:

- a) Third-party assurance. By December 15, 2021, Clark College will provide to OCR copies of correspondence sent to third parties of information and communication technologies Clark College intends for student use requesting that the third parties assure Clark College that any applications and digital content provided to Clark College will be made compliant with WCAG 2.1 Level AA or similar accessibility standard within a 12-month period from the date the correspondence was sent to the third party.
- b) Interim measures. Unless and until third parties have provided applications and digital content that comply with WCAG 2.1 Level AA or similar accessibility standard, Clark College will provide equally effective alternate

access so students with disabilities have an opportunity to participate in Clark College's educational and wayfinding programs, services, and activities equal to that of their nondisabled peers. Equally effective alternate access is measured by whether the chosen alternative affords students with disabilities the opportunity to acquire the same information, engage in the same interactions, and enjoy the same programs, services, and activities as nondisabled students in an equally effective and equally integrated manner, with substantially equivalent ease of use. , For any applications subject to this Agreement, interim measures will remain in effect until all technological barriers

c) to access for students with disabilities have been removed.

2. Plan. By December 31, 2022, Clark College will develop a plan to address any programmatic (educational and wayfinding) accessibility barriers tied to information and electronic technology that remains inaccessible by that date. The plan will include a description of the specific performance measures and staff responsibilities, including timeframes for completion, to ensure students have equal opportunities to enjoy the underlying educational and wayfinding programs, services, and activities.
3. OCR approval. By December 31, 2022, Clark College will provide a report to OCR with a summary of the assessments and plan required by Sections I.B.1-2. of this Agreement. OCR will review the assessments and plan and will provide Clark College with comments. Clark College will augment its assessments and modify its plan considering any needed changes identified by OCR and resubmit the assessments and plan to OCR within 45 calendar days of receiving OCR's comments. OCR and Clark College will repeat this procedure until OCR grants final approval for the assessments and plan.
4. Mandatory training report. By March 31, 2022, Clark College will provide a report to OCR about mandatory training delivered to Clark College personnel responsible for the adoption of information and communication technologies and digital content intended for student use. The training will cover information about accessible information and communication technologies, including the accessibility of applications and digital content. Clark College will include in the report to OCR the date(s) of the training, training content, names and roles of Clark College personnel trained, and the qualifications of the trainer(s).
5. Plan completion report. Within 45 calendar days of completing the plan approved by OCR, Clark College will submit a report to OCR about the completion of the plan. The report will include a description of accessibility testing Clark College conducted to confirm the accessibility of information and communication technologies intended for student use and will describe the accessibility of the third-party applications and digital content listed in Section I.B.1. of this Agreement. If, at that point in time, Clark College is relying on the accessibility of information and communication

technologies to deliver its educational and wayfinding programs, services, and activities to students with disabilities, Clark College will provide access (usernames and passwords) to such technologies for OCR to assess their accessibility and will work cooperatively with OCR to address any remaining concerns.

6. Section 504 and Title II compliance. Nothing in this Agreement should be construed to mean that any content or functionality is not subject to the requirements of Section 504 and Title II.
7. Undue burden or fundamental alteration. This Agreement does not require Clark College to take any action that it demonstrates in writing to OCR would result in a fundamental alteration in the nature of a program, service, or activity, or would impose an undue burden.
8. Availability of technical assistance from OCR. Upon request, OCR will provide technical assistance to Clark College and its third parties, to the extent practicable, during the College's implementation of this Agreement. Clark College's duty to comply with this Agreement is not altered by the availability of technical assistance from OCR.

## **II. GENERAL**

- A. Clark College understands that by signing this Agreement, it agrees to provide OCR data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, Clark College understands that during OCR's monitoring of Clark College's implementation of this Agreement, OCR may visit Clark College's campus, interview personnel and students, and request any additional reports or data that are necessary for OCR to determine whether Clark College has fulfilled the provisions of this Agreement. Upon Clark College's satisfaction of the terms and obligations of this Agreement, OCR will close this case.
- B. Clark College understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statutes and regulations. Before initiating such proceedings, including to enforce this Agreement, OCR will give Clark College written notice of the alleged breach and 60 calendar days to cure the alleged breach.

This Agreement will become effective immediately upon the signature of Clark College's representative.

/s/

11-5-21

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Dr. Karin Edwards  
President  
Clark College

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Date