



Ramona Loiselle  
Director of Technology  
rloiselle@coronadousd.net  
201 Sixth Street, Coronado, CA 92118  
619.522.8900 x1095 www.coronadousd.net

Quality Education for Life

## Resolution Agreement from Coronado Unified School District

*In reference to OCR Reference No. 09-16-1563*

### OVERVIEW

Coronado Unified School District hereby reaffirms its commitment to ensure that people with disabilities have an opportunity equal to that of their nondisabled peers to participate in the District's programs, benefits, and services, including those delivered through electronic and information technology, except where doing so would impose an undue burden or create a fundamental alteration.

The Resolution Agreement has been entered into voluntarily and does not constitute an admission that the District violated Section 504 and Title II and those statutes' implementing regulations.

### Benchmarks for Measuring Accessibility

For the purposes of this Agreement, the accessibility of online content and functionality will be measured according to the World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web content which are incorporated by reference.

The Coronado Unified School District voluntarily agrees to take the actions set forth below.

### REMEDIES AND REPORTING

#### 1. Policies and Procedures for New Online Content and Functionality

By June 1, 2017, the District will create a Plan for New Content. The Plan for New Content will state that the District's policy is that all content added to the Coronado Unified School District website pages will be accessible to people with disabilities which will be measured by following guidelines and requirements for Web Content Accessibility Guidelines 2.0 Level AA. New content will be reviewed and conform to, or be made to conform to the standards for accessibility adopted by the District, prior to inclusion in or being linked to District web pages. The Plan for New Content will provide that:

- A. All staff with access to post to district website pages will follow training and instruction for ensuring accessibility on all News Blog and Calendar postings and New Pages. Link to training documents: <http://coronadousd.net/departments/technology/computers-network-email>
- B. All new content will be reviewed by Raindrop Marketing and/or CUSD Network Supervisor using the Siteimprove tool to identify any Level AA accessibility issues. Reviews and resolution of issues will be conducted every 15 work days.
- C. This provision also applies to the Recipient's online content and functionality developed by, maintained by, or offered through a third-party vendor or through the use of open sources.
- D. Within 15 calendar days the date of this agreement, the District will officially adopt, and fully implement, the Plan for New Content and provide OCR with documentary evidence of the adoption of Plan for New Content.

## 2. Audit of Existing Content and Functionality.

The District represents that Raindrop Marketing web designers and the CUSD Network Supervisor have sufficient knowledge and experience in website accessibility for people with disabilities to audit all content and functionality of the District's website, including, but not limited to, the home page, all subordinate pages, to identify any online content or functionality that is inaccessible to persons with disabilities, including online content and functionality developed by, maintained by, or offered through a third-party vendor or an open source. Both will participate in resolution of any accessibility issues on new content on the Coronado Unified School District Websites.

- A. Accessibility issues will be identified using the Siteimprove tool.
  - i. <http://Siteimprove.com>
  - ii. CUSD has an account to use this tool for auditing as well as for the Corrective Action Plan.
- B. CUSD Network Supervisor, Jason Ramos, will conduct a Siteimprove audit of the CUSD Website to identify and resolve all Level AA accessibility errors.
- C. Raindrop Marketing web designers on behalf of the District will conduct manual checks of all District websites to address keyboard accessibility and compatibility with screen reader and other common assistive technology utilized by persons with disabilities.
- D. Raindrop Marketing web designers will assist in resolution of Level AA accessibility errors identified in the audits and manual checks.
- E. During the Audit, the District will also seek input from members of the public with disabilities, including parents, students, employees, and others associated with the District, and other persons knowledgeable about website accessibility, regarding the accessibility of its online content and functionality.

- F. Within 60 calendar days of the signing of this agreement, the District will submit to OCR documentation of the steps taken by the District during the Audit, a description of the outreach it undertook and the input it received, and a detailed accounting of the results of the Audit. The detailed accounting of the audit results will include:
  - i. The name of each web page that was audited and the date(s) of the audit,
  - ii. The specific websites where deficiencies were identified,
  - iii. When a manual check was made of each webpage and the results of the check,
  - iv. The title and location of any document video or other item found to be inaccessible and the specific deficiency with reference to WCAG2.

### 3. Proposed Corrective Action Plan.

- A. Simultaneously with the submission of the Audit, the District will submit to OCR for its review and approval a proposed Corrective Action Plan to address all inaccessible content and functionality identified during the District's Audit. The proposed Corrective Action Plan will set out a detailed schedule for addressing problems, taking into account identified priorities, with all corrective actions to be completed within 6 months of the date OCR approved the Corrective Action Plan, setting up systems of accountability and verifying claims of accessibility by vendors or open sources; and setting up a system of testing and accountability to maintain the accessibility of all online content and functionality on an ongoing basis.
- B. Within 30 calendar days of receiving OCR's approval of the proposed Corrective Action Plan, the Recipient will officially adopt and implement the Corrective Action Plan.
- C. Within 45 calendar days of receiving OCR's approval of the proposed Corrective Action Plan, the Recipient will submit to OCR the approved Corrective Action Plan, and documentation establishing that the approved Corrective Action Plan is being implemented according to the approved schedule. A final report will be due when the Corrective Action Plan has been completed.

### 4. NOTICE

The District will include the following Notice on each web page or a link on each webpage to this Notice:

#### CUSD Website Accessibility Notice

CUSD is committed to providing access to all individuals, with or without disabilities, seeking information on our website. CUSD, in evaluating and planning for accessibility, will comply with the standards of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 for web-based content.

If, because of a disability, you are unable to access content on Coronado Unified School District's website, have questions about the accessibility of content or technology used by CUSD, and/or would like to report barriers to accessing any technology used by CUSD,

including this website, please email Jason Ramos at [jramos@coronadousd.net](mailto:jramos@coronadousd.net).

## 5. TRAINING

The District, through Raindrop Marketing and/or the CUSD Network Supervisor will provide training to Coronado Unified School District staff who have access to post content to the website so they can produce accessible content materials, recognize inaccessible content and modify it to make it accessible. Informational “How-to” documents have been provided and posted online for easy access. Face-to-Face training will be completed in May 2017.

- A. Informational “How-to” documents have been emailed and posted to all appropriate CUSD website content contributors. Documents are posted at <http://coronadousd.net> under Departments > Technology Department.
  - B. One on one trainings will be conducted with various CUSD website content contributors by April 30, 2017.
  - C. A formal face-to-face training will be completed in May 2017 for all CUSD staff who have access to post content to the website.
  - D. For each training session required by this Agreement, until such time as OCR closes its monitoring of this Agreement, the District will submit to OCR documentation that the training has been delivered. The documentation will include a list of the persons who received face-to-face training, or one-on-one training and their position titles, a description of the delivered training content, and the presenters’ credentials for providing such training.
7. The Recipient understands that OCR will not close the monitoring of this Agreement until OCR determines that the Recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. 104.4 and the regulations implementing Title II at 28 C.F.R. 35.130 and 35.160(a), which were at issue in this case.
  8. The Recipient also understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the Recipient understands that during the monitoring of this agreement, if necessary, OCR may visit the Recipient, interview staff members, and request such additional reports or data, including simulated website accounts and passwords, as are necessary for OCR to determine whether the Recipient has fulfilled the terms of this agreement and is in compliance with the regulations implementing Section 504 at 34 C.F.R. 104.4 and the regulations implementing Title II at 28 C.F.R. 35.130 and 35.160(a), which are at issue in this case.
  9. The Recipient 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 and 100.10), or

judicial proceedings to enforce this agreement, OCR shall give the Recipient written notice of the alleged breach and 60 calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Karl Mueller  
Superintendent

Date: 05/23/2017