

RESOLUTION AGREEMENT  
College of the Redwoods  
OCR Case Number 09-12-2164

Pursuant to the U.S. Department of Education, Office for Civil Rights (OCR) Case Processing Manual at section 302, OCR has the authority to accept this resolution agreement (Agreement) before the conclusion of the investigation of the above-referenced complaint. In order to resolve the allegations raised in this complaint filed with OCR under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, as amended, and without admitting to any violation of law, the Redwoods Community College District ("College") agrees to implement the following Agreement.

1. In order to comply with the Title II regulation found at 28 C.F.R. Part 35, Subpart E, the College will take all steps necessary to ensure that students who are deaf or hard of hearing will receive the level and type of auxiliary aids and services necessary for them to receive equal access to the information-content of any course in which they enroll or program of the College in which they participate. This will include access that is timely and accurate. The College will not rely upon auxiliary aids that materially diminish the ability of its students who are deaf or hard of hearing to participate in class as the class is taking place.
  - a. The College shall make best efforts to expand the pool of interpreters available to its students who need that service. To that end, the College shall convene a meeting of other public agencies in the area who likely similarly need interpreting services, including the County Office of Education (including K-12 districts), Humboldt State University and other applicable agencies. The College shall attempt to collaborate with these other agencies to develop and implement strategies to attract additional qualified interpreters to the Eureka area. Recruitment shall be at least based on a state wide solicitation.
  - b. If after all diligent efforts, the interpreter pool remains insufficient, the College will offer to any student who requested an on-site interpreter only alternative means of communication<sup>1</sup> that the College can demonstrate to the student are effective. If the student attempts to use any or all of these alternatives without delay, and finds them ineffective, the College will, without delay, offer the student academic withdrawal with no associated academic penalty, and a full refund of costs for the course(s) in which the student was enrolled for the semester (e.g., tuition, books, and fees).

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<sup>1</sup> Information and additional resources regarding alternative means of communication currently used by deaf and hard of hearing individuals can be found at The Postsecondary Education Programs Network (PEPNet 2.0), at <http://www.pepnet.org>, and California State University, Northridge's National Center on Deafness, at <http://www.csun.edu/ncod/>. Examples of alternative means of communication currently used by some deaf or hard of hearing individuals include real-time captioning, oral transliteration, remote C-Print captioning and speech-to-text transcripts, video remote interpreting, and FM systems.

2. The College will develop a policy memorandum addressing auxiliary aids and services for deaf and hard of hearing, and other sensory impaired, students. This memorandum will be written to reflect the requirements of 28 C.F.R. §§ 35.160(a)(1) and (b)(2), and Appendix A to Part 35, and will specifically describe the College's obligation to honor the choice of the student, unless it can demonstrate that another effective means of communication exists or that the chosen method constitutes a fundamental alteration in the nature of the program of instruction or entails an undue burden (28 C.F.R. § 35.164).
3. The memo will also contain the following information:
  - a. that deference to the request of the student with a disability is desirable because of the individualized nature of the range of disabilities, the variety of auxiliary aids and services, and the different circumstances in different courses and fields of study requiring effective communication. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the student, the nature, length, and complexity of the communication involved, and the context in which the communication is taking place. To be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the student with a disability.
  - b. that as part of the process it undertakes to honor the student's choice, the College may suggest to the student another effective means of communication such as the use of a video remote interpreting (VRI) service.
  - c. that if VRI is offered by the College, the College will ensure that it provides effective communication, and that the VRI meets the performance standards under the regulation implementing Title II of the Americans with Disabilities Act, as amended, at 28 C.F.R. § 35.160(d)(1)-(4).
  - d. that if the College and the student do not initially agree on the student's choice, and the College believes there is another effective means of communication, then the College and the student should immediately engage in an interactive process to discuss and test alternative auxiliary aids and services. This phase of the interactive process will not cause an unreasonable delay in providing the student with the student's initial choice.
  - e. that the College recognizes it has a continuing obligation to assess the auxiliary aids and services it is providing, and commits to consult with students with disabilities on a continuing basis to assess what measures are required to ensure effective communication.
4. The College will conduct training of all DSPS employees regarding the topics in the memorandum described above.

MONITORING:

- a. Within 15 days from the date this Agreement is signed by the College, the College will submit a draft of the memorandum described in paragraphs two and three to OCR. OCR and the College will work cooperatively to finalize the memorandum.
- b. Within 15 days of final approval by OCR, the College will issue the memorandum to all DSPS employees, and the College will notify OCR of the issuance of the memorandum.
- c. Within 120 days of the issuance of the memorandum, the College will conduct the training described in paragraph four.
- d. Within 15 days of the completion of the training, the College will submit to OCR a report showing evidence of the training, including the training agenda, any training materials, and a list of attendees.
- e. By September 2, 2013, the College will report to OCR with evidence that it has convened the meeting described in paragraph 1.a.
- f. By September 16, 2013, the College will report to OCR with evidence from the meeting that describes the meeting's participants and their affiliation (*e.g.*, a sign-in sheet) and either meeting minutes, or other documentation, that describe any strategies developed at the meeting.
- g. By April 1, 2014, the College will report to OCR with evidence of its efforts to implement strategies to attract additional qualified interpreters to the Eureka area.

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the College has fulfilled the terms of this Agreement. Additionally, the College 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.

The College shall maintain records of all information pertinent to compliance with the terms of this Agreement and shall provide such information to OCR upon request.

This Agreement is effective as of the date signed.

\_\_\_\_\_/s/\_\_\_\_\_  
Dr. Keith Snow-Flamer  
Vice President Student Development  
(or Designee)

\_\_\_\_\_04/25/2013\_\_\_\_\_  
Date