

MAR 29 2013

Willard Clark Lewallen, Ph.D.
Superintendent/President
Hartnell Community College
411 Central Avenue
Salinas, California 93901

(In reply, please refer to case no. 09-12-2170.)

Dear Dr. Lewallen:

The U.S. Department of Education (Department), Office for Civil Rights (OCR), has completed its investigation of the complaint referred to above against Hartnell College (Recipient). The Complainants¹ (Students 1-3 and Parent) alleged that the Recipient discriminated against them on the basis of disability. The issues investigated by OCR were whether:

1. The Recipient failed to provide an interpreter for an informal meeting with Student 1 to discuss auxiliary aids and services and;
2. In fall 2011, the Recipient failed to provide the Student 2 with a sign language interpreter who could provide him with effective communication for a class and;
3. In spring 2012, the Recipient failed to provide the Students with appropriate auxiliary aids and services necessary to ensure that they could participate in the Recipient's educational program in a nondiscriminatory manner when:
 - A. Student 1 was denied his request for a sign language interpreter for a (b)(7)(C) class;
 - B. Students 2 and 3 were not provided sign language interpreters for tutoring sessions for (b)(7)(C) classes;
 - C. Student 3 was not provided sign language interpreters for (b)(7)(C) lecture and lab after the first week of class until May 2012;
 - D. Student 3 was not provided sign language interpreters after the first week of class or note taking services for her (b)(7)(C) class;

¹ OCR notified the Recipient of the identity of the Complainants when the investigation began. We are withholding their identities from this letter to protect their privacy.

- E. Student 3 was not provided interpreters for her (b)(7)(C) class, after the first week of class.
4. On (b)(7)(C) 2012, the Recipient failed to provide the Student 2 with a replacement sign language interpreter who could provide him with effective communication for a lab for (b)(7)(C) class and;
 5. The Recipient utilized a method of administration in providing a qualified sign language interpreter for parent meetings in the child care program that resulted in the Parent being denied equally effective communication for several parent meetings in fall 2011 and spring 2012 and;
 6. The Recipient failed to respond adequately to an internal complaint the Students and the Parent made on (b)(7)(C) 2012 stating that Complainants and other deaf persons had been denied equally effective communication in the Recipient's programs and services.

OCR enforces Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation. Section 504 prohibits discrimination on the basis of disability in programs and activities operated by recipients of Federal financial assistance. OCR also has jurisdiction as a designated agency under Title II of the Americans with Disabilities Act of 1990, as amended, (Title II) and its implementing regulation over complaints alleging discrimination on the basis of disability that are filed against certain public entities. The District receives Department funds, is a public education system, and is subject to the requirements of Section 504 and Title II.

To investigate the complaint, OCR interviewed the Students and DSPS staff members and reviewed documents provided by both the Student and the College.

As to the issues raised by Student 1 (issues 1 and 3A above), issue 2, and issue 3E, OCR concluded there was insufficient evidence to show that communication with the students was ineffective. As to issues 3B, 3C, 3D, and 4 above, OCR found that the Recipient did not provide equally effective communication to the Students. As to issue 5, OCR found that the Recipient adopted a method of administration for providing communication auxiliary aids and services to a parent of a child in the preschool program which failed to result in fully effective communication. And regarding issue 6 above, OCR found that the Recipient did not respond effectively or in a timely manner to notice of discrimination raised by the Complainants and others on February 23, 2012. What follows is a discussion of the legal standards, facts gathered during the investigation, analysis and conclusions made by OCR.

Applicable Regulations

The Section 504 regulations, at 34 C.F.R. §104.44(d)(1), require recipient colleges and universities to take steps to ensure that no disabled student is denied the benefits of, excluded from participation in, or otherwise subjected to discrimination because of the

absence of educational auxiliary aids for students with impaired sensory, manual or speaking skills. Section 104.44(d) (2) provides that auxiliary aids may include interpreters or other effective methods of making orally delivered materials to students who are deaf or hard of hearing.

The Title II regulations, at 28 C.F.R. §35.160(a), require a public college or university to take appropriate steps to ensure that communications with applicants, participants, and members of the public with disabilities are as effective as communications with others. The regulations at 28 C.F.R. §35.160(b)(1) and (2) further requires a public college or university to furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity. The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. In determining what types of auxiliary aids and services are necessary, a public entity shall give primary consideration to the requests of individuals with disabilities.

Title II regulation at 28 C.F.R. § 35.160 (c) (1) and (2) provides that a public entity shall not require an individual with a disability to bring another individual to interpret for him or her. A public entity shall not rely on an adult accompanying an individual with a disability to interpret or facilitate communication except where the individual with a disability specifically requests that the accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide such assistance, and reliance on that adult for such assistance is appropriate under the circumstances.

Issue 1

Did the Recipient fail to provide Student 1 with effective communication when it did not provide him with a qualified sign language interpreter for an informal meeting with the Director of DSPS?

The Student told OCR that he went to an appointment with the DSPS Coordinator during the (b)(7)(C) of January. According to the Student, the Coordinator said she wasn't able to provide an interpreter for his appointment so he brought a friend along to interpret for him.

The Recipient told OCR that the Student did not request an interpreter in advance for this informal meeting. The DSPS Coordinator has some signing skills and the meaning of each party's communication was clear to one another.

The evidence is in conflict as to whether or not Student 1 requested a qualified sign language interpreter in advance. Title II regulation does not prohibit a deaf participant from bringing their own adult associate with them to interpret or facilitate communication, so long as this is voluntary and not required by the recipient, 28 C.F.R. §35.160(b). Without additional information from the Student, there is insufficient

information to show the communication for this meeting was not equally effective. Therefore, OCR found insufficient evidence of a violation with respect to this issue.

Issue 2

Did the Recipient respond adequately to an internal complaint the Student 2 made in fall 2011 stating that he had been denied appropriate communications auxiliary aids and services?

Student 2 told OCR that he had sent an e-mail to the interpreter coordinator in (b)(7)(C) 2011 informing her that he did not want a particular interpreter to be assigned to him. The Student explained to OCR this was because that interpreter used a signing style, Signed Exact English (SEE) that he could not understand, and the Recipient did not replace the interpreter.

The Student could not recall which class this was or provide OCR with a copy of the e-mail or a response by the Recipient to his concerns.

The Recipient told OCR there was not a record of a complaint by Student 2 concerning the quality of communication with any interpreters during this period.

Based on the evidence reviewed and without additional information from the Student, there is insufficient information to show that the Recipient received and failed to respond to notice that the communication was ineffective for this class.

Issue 3

Did the Recipient take appropriate steps to ensure that communications with the Students were as effective as communications with others in their classes in spring 2012?

A. Student 1's (b)(7)(C) Class.

On (b)(7)(C) 2012, the Student 1 wanted to add a (b)(7)(C) class after the term had already started on January 21, 2012. The Student asked for interpreters for the class. The Student told OCR the DSPS Coordinator said the he couldn't take the (b)(7)(C) class because there were no interpreters available. The Recipient told OCR it provided the Student with CART (Computer assisted Real-Time captioning) and found him an interpreter for the (b)(7)(C) class "sometime later" in the semester. The interpreter originally hired for the Student's (b)(7)(C) class quit. On (b)(7)(C) 2012, they found him another interpreter for the (b)(7)(C) class. The Student received (b)(7)(C) in the class.

Analysis: Without additional information from the Student, there is insufficient information to show the communication aids and services provided for this class were not effective for the Student.

B. Students 2 and 3's Tutoring Sessions.

All students at the college can receive tutoring for (b)(7)(C) classes at the tutoring center by appointment or drop-in. Deaf students, up until spring 2012, could arrange for a sign language interpreter to accompany them for the one on one tutoring.

Student 2 made an oral request to DSPS for interpreters for (b)(7)(C) tutoring, but not a written request. Student 3 stated that she relied on Student 2's representation that his request was denied, but did not request an interpreter herself for (b)(7)(C) tutoring. OCR learned that there was a policy told to DHH students by the Director of DSPS the Recipient would no longer provide interpreters for tutoring sessions because there was a shortage of interpreters in spring 2012.

Both students told OCR that a lack of signed tutoring sessions had a negative impact on their educational programs and Student 3 dropped her (b)(7)(C) class.

OCR found that a failure to categorically provide interpreters for tutoring sessions denied the students equal access to their educational programs and resulted in a denial of effective communication for the tutoring, which impacted their ability to benefit from the classes in the same way as hearing students.

C, D, and E; Student 3's (b)(7)(C) Class, (b)(7)(C) Class, & (b)(7)(C) Class.

Student 3 received interpreter services in (b)(7)(C) and the accompanying lab class, (b)(7)(C) class for the first week of classes only. The Student dropped the (b)(7)(C) class because of a lack of interpreters and notetakers on February 1, 2012. The Student completed (b)(7)(C) and the lab, but did not have an interpreter for this class until May 2012. The student passed the class, but stated she felt she did not learn as much as she could have with interpreters.

The Recipient told OCR they had trouble getting interpreters to cover the (b)(7)(C) course and the lab. The Director of DSPS told OCR the Student, "...was deprived [of interpreter services] for an unreasonable amount of time."

The Student told OCR she specifically asked for a notetaker for her (b)(7)(C) class, but when the instructor made an announcement requesting a volunteer, no one volunteered. The Student told the Director of DSPS directly that she did not get a volunteer to take notes for the (b)(7)(C) class. The Director had the instructor make the request repeatedly, but when no one volunteered, the Student had to go without a notetaker for (b)(7)(C). The instructor did provide the Student with some notes. However, she stated that she ended up dropping the class because the lack of interpreters and notes caused her to feel "lost."

In the (b)(7)(C) class, the Student had no interpreter after the class orientation. She mimicked what the other members of the class and the instructor were doing, but she received no narrative instruction in the class. The Student passed the class.

Failure to provide interpreters for the Student 3's (b)(7)(C) class and the (b)(7)(C) class for many weeks denied the Student equal access to the educational program and resulted in a denial of effective communication. OCR found that providing sign language interpreters after a delay of several months for (b)(7)(C) lecture and lab did not provide effective communication.

With respect to the note taking, providing note taking services for deaf students who prefer to have a sign language interpreter for orally delivered curriculum may be necessary because the student is fully engaged in observing the interpreter and cannot effectively take notes for themselves. Notetaking is not considered to be a communications auxiliary aid or service; however, it is a necessary auxiliary service for the deaf student to fully and equally participate in the educational program. Once it was determined that the Student required a note taker, it was not enough for the Recipient to ask for volunteers in the class to provide notes for Student 3. When it was clear that volunteers would not come forward, the Recipient should have taken additional steps to ensure that discrimination did not occur in the absence appropriate auxiliary aids and service as per 34 C.F.R. §104.44(d)(1), possibly including providing paid and formally trained notetakers.

As to the (b)(7)(C) class, the College provided Student 3 with an interpreter for the orientation at the beginning of the class. The Student has not established that she was deprived of effective communication, since the type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual; the nature, length, and complexity of the communication involved; and the context in which the communication is taking place. Based on the information gathered, demonstration and mimicry appeared to be sufficient to provide effective communication in this situation. Therefore, OCR did not find a violation with respect to Student 3's (b)(7)(C) class.

Issue 4

Did the Recipient fail to provide Student 2 with effective communication on (b)(7)(C) 2012 by not finding a replacement sign language interpreter for a lab on for his (b)(7)(C) class?

When the interpreter for Student 2's (b)(7)(C) class went on vacation, the Student requested a replacement. However, the Recipient did not provide a sign language interpreter and the lab session was not interpreted. Documents submitted by the Recipient show that it contacted the interpreter agency, but they were unable to supply a substitute interpreter for that day. The Lead Interpreter told OCR that the agency was responsible for coverage and received advance notice, but failed to provide a substitute.

The Student was denied equally effective communication in the (b)(7)(C) lab that day. The obligation of the Recipient to furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in,

and enjoy the benefits of, a service, program, or activity is not excused by the failure of its agent to provide a contracted-for service. In an unforeseen situation such as this, even when the Recipient is not at fault, OCR recommends that the Recipient have a backup plan to secure alternative sources for qualified interpreters on short notice, or if this is not possible, allow the student affected to have a compensatory event such as another lab day.

Issue 5

Did the method of administration utilized by the Recipient in providing a qualified sign language interpreter for parent meetings in the child care program result in the Parent being denied equally effective communication for several parent meetings in fall 2011 and spring 2012?

Applicable Regulations

The Section 504 regulations, at 34 C.F.R. §104.4, provide that a recipient, in providing any aid, benefit, or service, may not utilize criteria or methods of administration that have the purpose or effect of defeating or substantially impairing accomplishment of the objectives of the recipient's program or activity with respect to persons with disabilities.

In June 2010 the Parent's daughter was accepted as a new student at Hartnell College's preschool program. He advised the preschool he would need an interpreter for every function parents attend. The parent was informed that DSPS would not schedule one of their regular interpreters because he was not a student and those interpreters are for students only. The preschool could not afford to pay the wages for interpreters not normally employed by the Recipient.

The Recipient resolved the problem by making all parents with children in the preschool sign up for a class, thereby making the Parent a student for whom they would provide an interpreter through DSPS. However, unlike other students in the Hartnell College preschool program the Parent had to contact DSPS every time a meeting came up to ask for an interpreter, even if it was short notice.

There was a schedule of parent-teacher meetings for the Early Childhood Education preschool, but this only specified the week in which the meeting would occur, not the specific date and time. When a specific time and place was set, the Recipient sometimes struggled to find an interpreter. The pre-school did not contact DSPS to arrange for an interpreter, but rather it was left to the parent.

On a few occasions, interpreters were not available for parent meetings or could not stay for the full duration of a fieldtrip the Parent participated in. On more than one occasion, the child's mother, fluent in ASL, interpreted for the Parent, but she is not a qualified or certified interpreter and this meant the mother could not fully participate as a parent in the meetings.

Although unnecessary, the method of administration of making all parents in the preschool program “students” for purposes of providing DSPS interpreter services to one Deaf parent worked most of the time. However some significant problems occurred which did not provide fully effective communication. It also placed a burden on the Parent that other parents didn’t have. The Parent, or the child’s mother, had to take the initiative to schedule an interpreter for meetings that the preschool staff was in a better position to anticipate and schedule interpreters. OCR concludes that the model of having the Parent act in the capacity of a “student” and request DSPS services was not an effective method for supplying essential communication auxiliary aids and services to the Parent.

Issue 6

Did the Recipient respond adequately to an internal complaint that the Students and the Parent made on (b)(7)(C) 2012 stating that Complainants and other deaf persons had been denied equally effective communication in the Recipient’s programs and services?

Applicable Regulations

34 C.F.R. §104.7(b) of the 504 regulations requires a recipient to adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging disability discrimination. The Title II regulation at 42 C.F.R. § 35.107 similarly requires prompt and equitable resolution of complaints. The Title II regulations at 42 C.F.R. § 35.160 (b) (2) provides, in order to be effective, auxiliary aids and services must be provided in a timely manner.

After the beginning of the spring semester in 2012, a number of deaf students who were approved to receive communications services from DSPS, most notably sign language interpreters, were having difficulties obtaining those services. The students sought an impromptu meeting on (b)(7)(C) 2012 interpreted by the Students’ relatives and friends, to present their concerns with the former head of DSPS. The current Director of DSPS was also present for the meeting.

The Students told OCR that the Director of DSPS admitted that the Recipient was having problems securing interpreters because several interpreters who had agreed to provide services became unavailable and DSPS was unable to secure replacements from its current sources. The students suggested several solutions; adding another interpreter agency, providing CART (real-time captioning) and remote interpreting as alternatives to sign language interpreters when appropriate. They also discussed concerns about the quality of interpreting that they were receiving and they needed to explain to the Director about PSE (pidgin sign English), SEE sign (Signed Exact English), and ASL (American Sign Language) and that different people prefer different styles.

The Recipient told OCR that, on (b)(7)(C) 2012 the Director sought to contract with the Central Coast Sign Language Interpreters (CCSLI) as an additional source from which to obtain sign language interpreters when the need could be met by interpreters employed by the College, and sent a copy of a contract for review to the College's human resources department. However, on (b)(7)(C) 2012, about two weeks after meeting with the Students regarding their concerns, the Director of DSPS learned that the Vice President of Human Resources had not reviewed the CCSLI contract. Subsequently, she picked up the contract and informed the Vice President that DSPS would go ahead and contract with the agency.

After further discussion with CCSLI, the College business office, and Office for Student Affairs an agreement with CCSLI was signed on (b)(7)(C) 2012. CCSLI interpreters began appearing in classes to provide services for the Students shortly thereafter. CART was available for students who expressed a desire to use it as a substitute for qualified interpreters, but only one CART provider was available during this time. Another potential solution; video remote interpreting (VRI), was explored by DSPS, but not put into place during the 2011-12 school year.

Based on the information gathered, OCR determined that the circumstances that led to the interpreter shortage in spring 2012 were not unforeseeable. The Recipient did not have enough flexibility in its procurement procedures to effectively respond to the communication needs of the Complainants. The effective response by the Recipient to the complaints was not timely as the Recipient had been made aware of the issue as early as January. As a result, the Complainants' ability to fully and effectively participate in educational programs was adversely affected.

Conclusion

The Recipient has voluntarily agreed to resolve this matter as set forth in the attached Resolution Agreement. In the Resolution Agreement, the Recipient agreed to offer Student 2 and 3 to retroactively drop the (b)(7) classes they took in spring 2012 with modifications to their transcripts and fee re-imbusement, if appropriate. In addition, the students may repeat any classes from which they withdrew in spring 2012 at no cost. The Recipient will also conduct a review of its delivery system of sign language interpreter services and provide a written report to OCR and develop a plan to ensure participants receive auxiliary aids and services in a timely manner. Finally the Recipient will report the auxiliary aids and services provided to each deaf/hard of hearing student for the 2012-13 academic year. A copy of the Resolution agreement is attached.

This letter is a letter of findings issued by OCR to address an individual OCR case. Letters of findings contain fact-specific investigative findings and dispositions of individual cases. Letters of findings are not formal statements of OCR policy and they should not be relied upon, cited, or construed as such. OCR's formal policy statements are approved by a duly authorized OCR official and made available to the public.

OCR is closing this complaint as of the date of this letter. The Complainants are being notified concurrently. The Complainants may file a private suit pursuant to section 203 of the Americans with Disabilities Act, whether or not OCR finds a violation of Title II.

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon request. In the event that OCR receives such a request, we will seek to protect, to the extent provided by law, personally identifiable information, which, if released, could reasonably be expected to constitute an unwarranted invasion of personal privacy.

Please be advised that the Recipient may not harass, coerce, intimidate, or discriminate against any individual because he or she has filed a complaint or participated in the complaint resolution process. If this happens, the Complainant may file another complaint alleging such treatment.

OCR wishes to thank the College District administrators and staff for their cooperation and assistance in resolving this complaint. If you have any questions, please contact David LaDue, Civil Rights Attorney, at (415) 486-5528.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sara Berman', with a long horizontal flourish extending to the right.

Sara Berman
Team Leader

Cc: (b)(7)(C)

Enclosure:

Hartnell College

OCR Docket # 09-12-2112

RESOLUTION AGREEMENT

Hartnell College in the Hartnell Community College District (College) agrees to implement the following Resolution Commitment, in order to resolve the issues investigated by 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), in the above referenced docket number. In agreeing to this plan, the College is not admitting to any violation of State or Federal law.

Background

Four Complainants (Students 1-4) originally filed separate complaints which were combined, for administrative purposes, into the above-referenced complaint. As to Student 1, OCR found insufficient evidence to sustain his allegations. As to Student 4, he is no longer participating as a parent in the College's preschool program therefore, no individual remedies are provided for students 1 and 4.

A. Provisions

Individual Remedial Measures

1) The College will make an offer to Student 2 to exercise the option to retroactively administratively drop the (b)(7)(C) courses that she took in spring 2012. The Student's transcript will reflect this status. Any fees paid for these courses to the College will be refunded in full. The College will advise Student 2, if she needed the units in these courses for a degree or certificate, of the consequences for dropping the course.

2) The College will make an offer to Student 3 to exercise the option to retroactively administratively drop the (b)(7)(C) courses that he took in spring 2012. The Student's transcript will reflect this status. Any fees paid to the College for these courses will be refunded in full. The College will advise Student 3 if he needed the units in these courses for a degree or certificate, of the consequences for dropping the course.

3) The College will make offers to Student 2 and Student 3 to repeat any course from which the Students withdrew in spring 2012 at no cost to the Student (unless the student retroactively administratively dropped the course pursuant to paragraphs A(1) or A(2) above, in which case the student will need to pay to retake the course).

Institutional/Class remedies

4) 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 effective and employs the methods of delivering information, including American Sign Language (ASL) interpreters or real-time captioning (RTC), that give primary consideration to the requests of the hearing-impaired individual.

5) The College will conduct a review of its system of delivery of sign language interpreter services in order to assess what its current needs are to meet its responsibilities under paragraph 4, above. The review and assessment will be captured in a written report. The review and assessment will take into consideration the option of the College using contract interpreters. The review and assessment will also take into account any applicable personnel rules or collective bargaining provisions that will affect the College's ability to promptly meet the requirements of paragraph A. If the review and assessment show such a need, the College will hire or reliably contract for the provision of sufficient numbers of qualified sign language interpreters to provide effective coverage under normal circumstances and sufficient excess capacity for logically predictable resource shortages, e.g., illness, accidents, family and personal emergencies.

6)

a. The College will develop and implement a plan to ensure that students who require communications auxiliary aids and services will have the necessary supports in place within two weeks of the decision those auxiliary aids and services are needed by the students with disabilities, including, but not limited to, hiring and/or appointment of paid notetakers, readers and scribes.

b. This plan will include, if appropriate, proposed changes to College District Policies and Procedures, and action steps consistent with assessment and monitoring to ensure the plan is implemented in such a way as to ensure that the necessary supports are in place within two weeks of the decision those auxiliary aids and services are needed.

7) The College will identify in writing the communications auxiliary aid(s) or service(s) offered to each deaf/ hard of hearing student by the College for the 2012-13 academic year. The College will also identify any alternative auxiliary aid(s) or service(s) offered by the College listed for each such student in an order of preference mutually agreed to by the student and College. For students who prefer interpreting services to access information, the College will not provide these students with an alternative auxiliary aid or service unless it has made a determination and can demonstrate that, despite all its diligent efforts to obtain interpreters, an interpreter could not be obtained.

8) The College will revise its methods of administration and procedures for the provision of effective communications aids and services to non-student program participants, such as parents of preschool children, to comply with the aforementioned provisions of Title II of the ADA, including Section 35.160(c)(1) and (2).

B. Reporting

1) Within two calendar weeks after the College signs this Agreement, the College will report to OCR with evidence it has made the offer specified in Items A(1) and A(2) to Students 2 and 3.

2) Within three calendar weeks after the College signs this Agreement, the College will report to OCR with evidence it has made the offer specified in Item A(3) to students. If a student attempts to complete a repeated course, but is not successful, the College has no other obligation under this Agreement than to notify OCR of this fact.

3) On or before June 15, 2013, the College will provide OCR with a copy of its review and assessment report that identifies its needs, and includes a concrete description of the steps the College has taken, or will be taking in the future, to address each identified need. The College will implement all the steps identified in the review and assessment report expeditiously, but no later than [within sixteen calendar weeks after the College signs this Agreement].

4) On or before June 15, 2013, the College will report to OCR with information on services it provided to deaf and hard of hearing students for the 2012-13 academic year. The report will include a list of the students who were approved to receive interpreters, CART, notetakers and other communication auxiliary aids and services the courses for which auxiliary aids and services were approved, and details about whether services approved were provided in a timely and accurate manner for each student in each class session of each course.

The College understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has fulfilled its terms and is in compliance with the laws enforced by OCR at issue in this case. The College further understands that during

(b)(7)(C)

the monitoring of this agreement, if necessary, OCR may visit the College to 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 and is in compliance with the laws enforced by OCR at issue in this case. By signing this Agreement, the College agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement.

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 this Agreement, OCR shall give the District written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

Michael Fowler Date: 13 Mar 2013

President or Designee