

Resolution Agreement  
Santa Monica College  
09-15-2016 and 09-15-2024

To resolve the above-referenced complaints, Santa Monica College (College) agrees to implement the following actions in order to resolve the issues raised by the above-referenced complaint. In agreeing to this resolution agreement, the College is not admitting to any violations of laws enforced by OCR.

A. System Review: In order to comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 *et seq.*, and its implementing regulation at 28 C.F.R. Part 35, 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.

1. The College will conduct a review of its system of delivery for interpreters in order to assess what its current needs are to meet its responsibilities under Item A, above. The review and assessment will be captured in a written report. The College will ensure that it has a sufficient number 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.

B. Individual Remedy: The College will make an offer to the Complainant to repeat any course taken by the Complainant, in the summer and fall 2014 semesters, at no cost to the Complainant. If the Complainant selects to repeat any course for which the Complainant obtained a grade, the College will provide the Complainant the option—after a grade has been issued for the repeated course—of keeping the original grade, or replacing the original grade from the original course with the grade from the repeated course. The Complainant must repeat the course on or before June 1, 2016, if the Complainant chooses this option.

C. Training

The College will provide training to the Section 504/Title II Coordinator, Student Disability Resource counselors, third-parties, contractors and to administrators who

have responsibility for implementing the College's delivery system for interpreters and providing academic adjustments/auxiliary aids.

The training will consist of an overview of the College's responsibilities under Section 504/Title II, including the College's delivery system for interpreters and providing academic adjustments/auxiliary aids and the College's obligation not to retaliate against individual engaging in protected activities.

D. Reporting Requirements

1. On or before August 1, 2015, the College will provide OCR with a copy of its review and assessment report consistent with Item A, including a description of the specific steps the College has taken, or will be taking in the future, to address each identified need. OCR will review the report and approve or make recommendations within ten days of receipt. The College will implement all the steps identified in the review and assessment report, no later than September 30, 2015.
2. On or before June 1, 2015, the College will report to OCR with evidence it has made to Complainant the offer specified in Item B. No later than September 30, 2015, the College will provide OCR with documentation of enrollment in repeated classes and that no tuition was charged, if the Complainant accepted the offer.
3. On or before August 1, 2015, the College will provide OCR with written documentation, including the date, time, participants' titles and a copy of the PowerPoint or other presentation or other documentation which shows the substance of the training specified in Item C.

The College understands that OCR will not close the monitoring of this agreement until OCR determines that it has fulfilled the terms of this agreement and is in compliance with the regulation implementing Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act, which were at issue in this complaint.

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. Further, the College understands that during the 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 and is in compliance with Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act.

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 College written

notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
College Official

\_\_\_\_\_04/21/2015\_\_\_\_\_  
Date