

RESOLUTION AGREEMENT
Berkeley City College
OCR Case Number 09-15-2037

In order to resolve the allegations raised in this complaint filed with 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), and without admitting to any violation of law, Berkeley City College agrees to implement the following resolution agreement.

A. Notetakers

1. The College will review and revise as needed its policies, procedures, and practices to ensure that, when notetakers provide Programs and Services for Students with Disabilities (PSSD) students with notes, the notes will be provided in a consistently timely manner and are of usable quality in order to meet the needs of the PSSD student. The policies and procedures will require the PSSD to ensure, taking into consideration the individual needs of each student for whom a notetaker is approved, the notes are provided to the PSSD student within 24 hours after end of the class period, unless a different amount of time is needed by the PSSD student.
2. The College will identify in writing the College employee (by title) who is responsible for timely resolving any concerns about notes brought to the attention of the PSSD office. The College will update and revise any policies, procedures, and practices, including revisions to its form, *Application for Note Taker Assistance*, to contain this information.

B. Video Closed Captioning

1. The College will conduct an internal review of the Alternate Media Services office to assess its capacity to provide equal access to all videos in a timely manner and of usable quality.
 - a. As part of the review, the College will evaluate and revise as needed its policies, procedures, forms, and practices to clarify what College department and which employee(s) (by title) are responsible for providing this service. The revisions will be disseminated to all appropriate College employees.
 - b. As part of the review, the College will include a detailed study of the need for closed captioned videos, and whether its current staffing levels and other resources are sufficient to carry out this responsibility.
 - (i) The review will identify each request for video closed captioning made by PSSD students, staff, and faculty during the past two academic years and, for each request, will determine (1) whether the captioned video was provided in a timely manner and of usable quality, (2) whether there were delays and

of what length, and (3) if there were delays, an analysis of the cause(s) of the delays.

- c. If the internal review reveals that the Alternate Media Services office has inconsistently provided video closed captioning to meet the needs of PSSD students, the College will develop a plan to overcome these inconsistencies that will include detailed steps for action(s) and deadlines for the accomplishment of those steps.
- d. As part of the review, the College will evaluate and determine whether a procedure should be developed that describes the video closed captioning service, and provides step-by-step instructions for the timely and appropriate processing of each request for video closed captioning. If the internal review reveals that a video closed captioning procedure is needed, the College will develop and implement one.

C. Individual Provision

1. If the Complainant enrolls in College classes in any semester of the 2015-2016 academic year for which she does not receive a Board of Governors Fee Waiver for all semester units in which she is enrolled, the College will credit her account an amount equivalent to each semester unit up to a maximum of three semester units of California Community College Enrollment Fee for the 2015-2016 academic year.

MONITORING

1. By two months from the signature date of this Agreement, the College will provide OCR with a draft of the policies and procedures. Within 60 days of OCR review and approval, the College will adopt and implement the policies and procedures.
2. By four months from the signature date of this Agreement, the College will provide OCR with documentation of the internal reviews conducted (including a resource study), along with plans of action steps (if any, with a timetable) that the College will undertake as a result of the reviews' findings.
3. Within 30 days of the beginning of each semester of the 2015-2016 academic year, or when the College learns that the Complainant will not receive a Board of Governors Fee Waiver for any semester unit in which she is enrolled, which ever happens first, the College will notify OCR that circumstances described in Section C of this Agreement have arisen. When the circumstances described in Section C of this Agreement have arisen, the College will provide a report to OCR with adequate documentation showing the credit to the Complainant's account within one week of posting the credit to the Complainant's account.

The College 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 of the Rehabilitation Act of 1973, at 34 C.F.R. §§ 104.43(a), 104.44(d), and Title II of the Americans with Disabilities Act of 1990, at 28 C.F.R. §§ 35.130(a) and (b), 35.135, and 35.160(a) and (b), which were at issue in this case.

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 the regulation implementing Section 504, at 34 C.F.R. §§ 104.43(a), 104.44(d), and Title II of the Americans with Disabilities Act of 1990, at 28 C.F.R. §§ 35.130(a) and (b), 35.135, and 35.160(a) and (b), which were at issue in this case.

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 President or Designee

08/02/2015
Date

_____/s/_____
College Dean of Student Support Services

08/02/2015
Date