

**Resolution Agreement
Golden West College
OCR Case No. 09-15-2045**

The Golden West College (College) agrees to implement this Resolution Agreement (Agreement) to resolve the issues investigated and violations identified in the above-referenced complaint filed with the U.S. Department of Education Office for Civil Rights (OCR) under Title II of the Americans with Disabilities Act of 1990 ("Title II") and that statute's implementing regulations at 28 C.F.R. Part 35, and Section 504 of the Rehabilitation Act of 1973 ("Section 504") and that statute's implementing regulations at 34 C.F.R. Part 104.

A. Individual Remedial Measure

By September 30, 2017, the College shall reimburse the Complainant \$1,978.27 for costs associated with her enrollment in the nursing program in the fall 2014, based on tuition (\$569.00); books (\$588.20); supplies and parking (\$821.07).

B. Disabled Students Programs and Services (DSPS) Notices, Policies and Procedures

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 qualified students with disabilities, 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 update its Handbook, website, College Catalog and forms as follows:
 - a. A statement of assurance that the College will provide interpreters for deaf or hard of hearing students consistent with its obligation under 28 C.F.R. §§ 35.160(a)(1) and (b)(2), and Appendix A to Part 35, to give primary consideration to the requests of individuals with disabilities , 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).
 - b. A provision with respect to testing accommodations, to ensure that any approved accommodation for extra time does not require the student to miss other class instruction in order to secure the approved accommodation.
 - c. A process that students and staff must follow to ensure that requests for captioning of instructional videos are considered and implemented in a manner such that students have access to the same class information at the same time as non-disabled students.

2. The College will develop a written guidance memorandum for all DSPS and nursing department administrators, faculty, instructors and staff 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 give primary consideration to the requests of individuals with disabilities, 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).

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 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 an effective means of communication.
- c. 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.
- d. examples of other Colleges and Universities that are accommodating students who are deaf and hard of hearing in the health and medical fields and a summary of recent cases that discuss provision of accommodations for such students.
- e. an explanation from a qualified medical practitioner of the effect of hearing loss for an individual who has 30dB hearing, which is the current minimal requirement for the College's nursing program.

3. The College will provide annual training to the Section 504/Title II Coordinator, Student Disability Resource counselors, and other staff 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 consistent with the newly revised notice, policy and procedure described in paragraphs 1 and 2, and the College's obligation not to retaliate against individual engaging in protected activities.
4. The College will provide annual training to the Dean and Vice President of Administration and Student Services and all Nursing department administrators, faculty, staff, and clinical instructors. 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 consistent with the newly revised notice, policy and procedure described in paragraphs 1 and 2, and the College's obligation not to retaliate against individual engaging in protected activities.

C. Reporting Requirements:

1. By September 30, 2017, the College will provide OCR with a copy of the reimbursement to Complainant.
2. Within 60 days from the date of the execution date on this Agreement, the College will provide for OCR review and approval, updates to its DSPS notice, policy and procedure with respect to provision of accommodations consistent with section B(1).
3. Within 60 days from the date of the execution date on this Agreement, the College will submit a draft of the memorandum described in section B(2) for OCR for review and approval.
4. Within 15 days of receiving OCR's final approval, the College will finalize and issue the guidance memorandum to all DSPS and nursing department administrators, faculty, instructors, and staff. Within 30 days of receiving OCR's approval, the College will notify OCR of the issuance of the memorandum and provide documentation of the same.
5. OCR will conduct the first training as described in sections B (3) and B(4) within 120 days of the issuance of the memorandum. The College will ensure that the required attendees are present for the training and provide a sign-in sheet with the names and titles of attendees at the conclusion of the training.

6. The second annual training will be conducted by April 1, 2018. At least 45 days prior to conducting the training, the College will submit the proposed training materials and title/name of the proposed trainers for OCR review and approval.
7. Within 15 days of providing the training required in Sections B(3) and (4), the College will provide OCR with the following documentation: the dates of the training, the names and titles of the trainer(s), a copy of any materials used or distributed during the training, sign-in sheets evidencing the College employees who attended the training, a list of the required College employees who did not attend, and a plan for providing follow-up for those employees who did not attend, as needed.

D. Monitoring.

1. The College understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the College understands that during the monitoring of this Agreement, 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, Title II and the regulations implementing these statutes, which were at issue in this matter.
2. The College understands that OCR will not close the monitoring of this Agreement until such time that OCR determines that the College has fulfilled the terms of this Agreement and is in compliance with Section 504, Title II and its implementing regulations, which were at issue in this matter.
3. 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 sixty (60) calendar days to cure the alleged breach.

Golden West College

By: _____/s/_____
President

Date: 08/24/2017