

Resolution Agreement

Napa Valley Community College District

Case No. 09-16-2149

The Napa Valley Community College District (District), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement), in order to resolve the issues investigated and concerns 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 (Title II) and Section 504 of the Rehabilitation Act (Section 504) and their implementing regulations.

I. Revision and Clarification of Process for Obtaining Note-Taker Accommodation

The District shall develop written guidance regarding the provision of the note-taker/shared notes in order to ensure timely implementation of notetaking accommodations. The guidance will require, at a minimum, that for all students with an approved note-taker/shared notes accommodation the District shall:

- A. provide a note-taker by a student's second class, if the request is made twenty (20) business days prior to the start of the semester. Such students shall also be provided with the interim accommodations described in Section I.B. for the first class of the semester, if the note-taker accommodation is not already in place;
- B. students who make accommodation requests later than twenty (20) business days prior to the start of the semester shall be offered interim accommodations no later than three (3) business days after being found eligible for a note-taker/shared notes accommodation (such as an audio recording device or instructor-taped lectures, smart pen, or instructor notes) for all classes until a note-taker has been found;
- C. where students have been provided with a note taker/shared notes accommodation, include in the accommodation that the student must be provided with the notes within 36 hours of any class.
- D. allow a student who has not received a note-taker to withdraw from class between week two and week five of the semester without the withdrawal reflected on the student's record;
- E. provide information regarding the appropriate individual to contact in Disabled Student Programs and Services (DSPP) regarding any concerns with implementation of notetaking services and information on the District's disability discrimination complaint process;
- F. develop a tracking system to ensure the provision of notetaking services is implemented in a timely manner including: documenting each student who requests a note-taker/shared notes accommodation, whether the student's request is approved, relevant notifications to the student's instructors, interim accommodations, if applicable, verification that the note-taker/shared notes accommodation has been

implemented in all relevant classes, and any complaints filed regarding failure to provide services and the District's response to such complaints; and

G. review DSPS records and communications with students regarding requests for note-taker/shared notes accommodations during the 2015-2016 academic year and assess whether any student who requested such accommodations was provided with inaccurate information regarding the availability of notetaking accommodations or was otherwise not provided with approved notetaking accommodations. If the District identifies any student who was denied or discouraged from receiving note-taker/shared notes accommodation or not provided with approved note taker accommodations, the District will, at a minimum, provide the student with a copy of the guidance described in Sections A-E above, and determine whether any remedial services or other actions are necessary to address the harm.

H. Reporting Requirements:

1. By November 30, 2016, the District will provide OCR with a draft of the guidance described in sections I.A-F of this Agreement for approval. Within sixty (60) days of OCR approval, the District will provide OCR with verification that the guidance has been disseminated to all DSPS staff, all current DSPS students, and posted on the DSPS website.

2. Within thirty (30) days of the end of each semester of the 2016-2017 school year, the District will provide OCR with a copy of the tracking system described in section I.F of this Agreement, and copies of any complaints or concerns received by the District regarding notetaking services, and documentation of the District's response to such concerns and complaints.

3. By November 30, 2016, the District will provide OCR with a list of the students identified through the actions described in Section I.G of this Agreement, and verification that such students were provided with a copy of the District's written guidance and any other remedial services or actions taken to address the harm.

II. Revision and Clarification of Process for Obtaining Accommodations from Alternative Media

The District will develop written guidance regarding the process for referring students to the Alternative Media Department for training and other services related to student's approved accommodations. The guidance will, at a minimum:

A. provide students with information about each accommodation available through the Alternative Media Department, such as Kurzweil, audio books, smart pen;

B. explain how and where to obtain each accommodation, at the time that the student is given copy of their Accommodations Agreement (i.e. "Kurzweil accommodations are

available after training at Alternative Media and require a software license to access. Audio and digital recorders are available to be checked out from the Accommodations Specialist.”);

- C. provide all students with approved accommodations that require Alternate Media training or assistance from Alternate Media with information regarding the appropriate individual to contact in Disabled Student Programs and Services (DSPS) regarding any concerns with implementation of such services and information on the District’s disability discrimination complaint process; and
- D. develop a system to ensure that students who contact Alternative Media for necessary training or other services related to their accommodations are provided with such services in a timely manner including, at a minimum: documenting each student who requests an accommodation that requires training or other series from Alternative Media, and verification that the student has been provided with the information described in sections II.A-C of this Agreement.
- E. Reporting Requirement: By November 30, 2016, the District will provide OCR with a draft of the guidance described in Section II of this Agreement for OCR review and approval, including a timeline for the implementation of the steps in the guidance. Within sixty (60) days of OCR approval, the District will provide OCR with verification that the guidance has been disseminated to all DSPS and Alternative Media staff, all current DSPS students, and posted on the DSPS and Alternative Media websites.

III. Instructor Notifications and Student Accommodations Forms

- A. The District will revise the instructor notification letters currently utilized by DSPS to clarify the purpose of the letter and the responsibilities of the instructor to implement the student’s approved accommodations. The notification letters shall include copies or links to the guidance described in Section I and II of this Agreement. The notification letters will also inform instructors that students with an approved recorded lectures accommodation may use their personal cell phones or recording devices to record class lectures.
- B. The District will create a document to memorialize a student’s requests for accommodations in each class, each semester. The document will be signed by both the Student and DSPS staff with the goal of eliminating confusion and clarifying responsibility for the timely implementation of accommodations. The District will include students on any emails from DSPS to instructors detailing the student’s approved accommodations, as well as reminding the student to contact DSPS if any approved and agreed upon accommodations are not included, and/or there is a problem with receiving such accommodations.

- C. Reporting Requirement: By November 30, 2016, the District will provide OCR with a draft of the documents described in Section III.A -B above, including a timeline for the distribution the documents, for OCR review and approval. The District will ensure the documents are implemented by DSPS in the semester following OCR's approval.

IV. Individual Remedy

The District will ensure that the student's approved accommodations are fully implemented consistent with Sections I-III of this Agreement. The District will also designate the DSPS Coordinator or other individual with appropriate expertise and authority to serve as a point of contact for the student if questions or concerns regarding the implementation of his/her approved accommodations arise. The District will ensure it provides a prompt and equitable response to any disability discrimination complaints filed by the Complainant.

- A. Reporting Requirement: By October 30, 2016, the District will identify to the student and to OCR either that the DSPS Coordinator has been identified as the point of contact or discuss with the student the recommended individual with appropriate expertise and authority who will serve as a point of contact for the student. If the student objects to the person identified, the District will identify another person to serve as the point of contact. Within sixty (60) days of the end of each semester of the 2016-2017 year, the District will provide OCR with a copy of any complaints filed by the student, if applicable, and the District's response to such complaints.

V. Monitoring

- A. The District understands that OCR will not close the monitoring of this agreement until OCR determines that the District has fulfilled the terms of this agreement and is in compliance with the regulation implementing Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (Section 504) and Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12131 et seq. (Title II), at Part 104 and Part 35, which were at issue in this case.
- B. The District 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 District 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 District and the College have fulfilled the terms of this agreement and is in compliance with the implementing regulations which were at issue in this case.
- C. The District 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 sixty (60) calendar days to cure the alleged breach.

_____/s/_____

_____09/21/2016_____

Napa Valley Community College District [Authorized Representative]

Date