



U.S. Department of Justice

Civil Rights Division

*Disability Rights Section - NYA
950 Pennsylvania Avenue, NW
Washington, DC 20530*

December 18, 2009

E J. R , Esq.

Re: Letter of Resolution, D.J. No. 202-61-117
Reed College

Dear Mr. R :

As you know, this matter began with complaints filed by the National Federation of the Blind (NFB) and the American Council of the Blind (ACB) with the Department of Justice, on behalf of the organizations and their members who are current and prospective college students, alleging that Reed College has violated title III of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12182, and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 947(a), by participating in a pilot program using the Kindle DX, an innovative, hand-held electronic book reader that is not accessible to students with visual impairments, in a classroom setting. According to the complaints, Reed College is participating in a pilot program with six other universities under an agreement with Amazon.com, Inc., that began in the fall 2009 semester. The object of this pilot program is to test the utility of the Kindle DX in a classroom setting.

The Department of Justice is responsible for the enforcement and implementation of titles II and III of the ADA. The Department decided to investigate this matter because the Kindle DX is inaccessible to an entire class of individuals with disabilities — individuals with visual impairments. According to its product descriptions, the Kindle DX provides several benefits that make it a potentially superior tool to a standard textbook, including the ability to download all textbooks instantaneously, the ability to carry all textbooks on a hand-held device that weighs just over a pound, the ability to search words and concepts instantly on the device's web browser, while retaining all the characteristics of a standard text book, such as annotating, highlighting, and taking notes. Under title III, blind students must be provided with "full and equal access" to all of the goods and services of the college, 28 C.F.R. § 36.201(a); must be provided with an equivalent opportunity to participate in and benefit from its goods and services, 28 C.F.R. § 36.202(a), (b); and, must not be provided different or separate accommodations unless doing so is necessary to ensure access to goods and services that is equally as effective as that provided to others, 28 C.F.R. 36.202(c).

7. As used in this agreement, reasonable accommodation or modification shall be determined on a case-by-case basis, which takes into consideration the needs of the student with a visual impairment. In addition, Reed will be informed by the factors listed in subparagraphs A. 1-3 and B. in determining the accommodation or modification.
- A. Students with visual impairments should be able to --
 - 1) Access and acquire the same information,
 - 2) Engage in the same interactions, and
 - 3) Enjoy the same services as sighted students.
 - B. Students with visual impairments should enjoy ease of use that is substantially equivalent to that provided to sighted students.

This agreement does not constitute a finding by the United States that Reed is in full compliance with the ADA, nor an admission by Reed College of fault or noncompliance with the ADA.

The decision to close our file in this matter does not affect the rights of private individuals or of the complainants to enforce their rights under the ADA against Reed College. As indicated in paragraph 6, above, this agreement also has no effect on Reed College's current pilot program testing the Kindle DX. This agreement also is not intended to preclude other pilot programs or product testing designed to evaluate the features, including accessibility features, of new technologies so long as reasonable accommodation or modification is provided.

Please countersign and return a copy of this letter to us, indicating your agreement with the representations and terms set forth herein. Once we have received your countersigned copy, we will consider this matter resolved. We will take no further action on this matter unless we become aware of new information suggesting that Reed is not complying with its obligations under the ADA or this agreement.

We appreciate your cooperation. If you have questions or concerns regarding this agreement, please do not hesitate to contact the Department.

Sincerely,

T E. P
Assistant Attorney General

Countersigned:

By:

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