

**Resolution Agreement**  
Los Angeles Valley College  
OCR Case Number 09-15-2277

Los Angeles Valley College (College) and Los Angeles Community College District (LACCD), without admitting to any violation of law, agrees to implement the following provisions in this Resolution Agreement to resolve the issues investigated by the U.S. Department of Education, Office for Civil Rights (OCR), under Title VI of the Civil Rights Act of 1964 (Title VI) and the Age Discrimination Act of 1975 (AgeDA) in the above-referenced complaint.<sup>1</sup>

**I. Limited English Proficiency (LEP) Access Plan**

- A. The College will develop a Limited English Proficiency (LEP) Access Plan (hereinafter "Access Plan") to:
- a. Provide better access to College “gateway services” for LEP students.
  - b. For the purpose of this agreement, this LEP Access Plan applies to the College’s department or division that provides vocational education to students seeking immediate employment, an associate degree or a certificate through a course of vocational instruction offered by the school. Services provided pursuant to the LEP Access Plan do not apply to the College’s instructional activities or instructional materials.
  - c. For the purpose of this agreement, gateway services are: outreach, admissions, enrollment and registration, assessment, orientation, academic and career counseling (including Extended Opportunity Programs and Services (EOPS)), financial aid, Services for Students with Disabilities (SSD), and discrimination complaint processing.
  - d. Provide general introductory information on gateway services to interested LEP individuals in the Los Angeles County community.
- B. The College will identify:
- a. Available demographic data for the surrounding community (within a fifteen-mile radius of the College) and students enrolled at the College to determine the predominant non-English languages and the size of the LEP and non-English proficient populations speaking those languages.
  - b. The College's current resources for providing bilingual assistance, oral interpretation and written translation.

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<sup>1</sup> OCR opened this complaint against the College, however during the investigative process, LACCD (in conjunction with the College) assumed responsibility for working with OCR to resolve the complaint.

- c. The College's printed and web-based materials, or portions of materials, concerning gateway services and general information that should be translated or otherwise made accessible to LEP population(s).
- C. Based upon an analysis of the information obtained under Section I.B, the College will adopt an Access Plan that will:
- a. Identify by position the College staff responsible for supervising implementation of the Plan.
  - b. Identify the predominant languages of the LEP populations likely served by the College.
  - c. Identify by position the College staff responsible for responding to requests for bilingual assistance, including oral interpretation and/or written translation services available to LEP individuals in each of the target language populations in gateway service areas. Services may be different depending upon the size of the language population.
  - d. Identify by position the individual(s) who will ensure that requests for bilingual assistance, oral interpretation services, and written translation services and/or materials are provided by persons or entities who are competent and have appropriate qualifications.
  - e. Identify the gateway service documents, or the portions thereof, that will be available in the predominant LEP languages as identified in Section I.C(b), or that will contain a notice in the predominant languages which informs individuals who wish to obtain translation assistance of the staff person or office to contact. This item will include, but not be limited to, the following:
    - 1. Promotional, outreach and general information material about the College distributed to LEP communities.
    - 2. The College's general application for admission.
    - 3. Notification in the College's schedule of courses and other outreach materials, including its website, that the College will take steps to ensure that the lack of English language skills will not be a barrier to admission and participation in its programs, and directing LEP individuals where to obtain language-appropriate information.
    - 4. A general description of English as a Second Language (ESL) courses offered by the Continuing Education/Non-Credit Department and published each semester.
    - 5. A description of the process for applying for financial aid at the College.

6. A general description of services provided by SSD and how to obtain SSD services.
  7. The College's discrimination complaint policies and procedures.
- f. Describe how the College will maintain an inventory of its forms and publications available to LEP populations.
  - g. Identify how College staff members will be notified and trained with respect to the availability of the oral interpretation and written translation services and/or materials that are available to LEP populations and how they will access the services and materials.
  - h. Identify how members of the LEP populations seeking gateway services and/or general introductory information will be notified of the interpretation and translation services that are available to them.
  - i. Describe how data on the frequency of usage of the services, materials available pursuant to this plan, and the changes in the language needs of the community served by the College will be collected and utilized to assess the need for changes in resource allocation for language assistance.
- D. The College will revise its Limited English Proficiency Policy on all College materials, including on its website and in its Catalog, by deleting the reference to LEP students as “deficient” in English.

## **II. Guidance Memorandum and Training**

- A. The College will provide OCR with a draft guidance memorandum, which clarifies the process that all College staff and instructors are to take when notified of alleged discrimination based on race, national origin, color or age. This memorandum is to include:
  - a. A summary of Title VI and AgeDA and its implementing regulations.
  - b. LACCD’s policies (including LACCD’s “Chapter XV: Prohibited Discrimination and Harassment” policy (Non-Discrimination policy)) prohibiting discrimination, including harassment, based on a protected category against a student by another student, LACCD employee, or a third party;
  - c. OCR’s Racial Incidents and Harassment Against Students at Education Institutions, Investigative Guidance, Department of Education, Notice, Federal Register, Vol. 59, No. 47, 11448 (March 10, 1994).

- d. The types of conduct that could constitute discrimination based on protected category, such as verbal acts and name-calling, and graphic and written statements about characteristics pertaining to race, national origin, color or age;
  - e. A review of the procedure LACCD uses to resolve complaints of discrimination; with which office such complaints should be filed; what an administrator should do if he or she observes or learns of discrimination or harassment of a student by a peer, College employee, or third party, including if applicable the site administrator's responsibility for promptly investigating such incidents and for notifying complainants of the outcome of a complaint, or for referring the complaint to a College administrator; and
  - f. An explanation of what College staff or instructors should do if they observe or learn of discrimination or harassment based on protected category of a student by a peer, a College staff member, or a third party, and guidance on how administrators should ensure that College staff and instructors members are aware of their responsibilities.
- B. Upon OCR's approval of the guidance memorandum, the College will distribute the memorandum to all College administrators, instructors, and staff.
- C. The College, in conjunction with LACCD, will designate a knowledgeable individual to serve as a resource for any administrators or College staff members who have questions as to how the guidance applies to a given situation and/or scenario.
- D. The College (or LACCD on behalf of the College) will provide training by a person with appropriate expertise to appropriate College personnel responsible for forwarding discrimination complaints for investigation, including College administrators responsible for overseeing each department that provides gateway services. The training will include information on the individuals' responsibilities, including the information they should give to persons who contact them, and their responsibilities for notifying other administrators. The training will also cover what constitutes national origin and age discrimination, harassment, and retaliation, and the obligation to respond to notice of such conduct, including how to identify complaints, conduct thorough investigations, evaluate evidence, reach conclusions, and implement remedies. The training will include examples of age and national origin discrimination complaints that should be forwarded to the Director of LACCD's Office of Diversity, Equity and Inclusion ("Office"). The training will also include an overview of the Office's Non-Discrimination Policy. OCR is available to provide this training at no cost upon request. The designated individual identified in Section II.C. of this agreement will provide a summary of the training to all College personnel.
- E. In addition to the training above, the College (or LACCD on behalf of the College) will provide training, by a person with appropriate expertise, to College administrators and all individuals identified as having authority to receive or respond to discrimination complaints regarding the genesis and nature of implicit bias and how these factors impact decision-making.

### **III. Individual Remedies**

- A. Except as to those allegations raised in Allegations Two and Three of this case, the College will conduct a formal investigation of the Students' allegations of national origin and age discrimination. The College will initiate this formal investigation within five calendar days of the date of this agreement, and will follow the Office's Non-Discrimination Policy to investigate and respond to the Students' allegations.
  - a. The investigation will include interviews of the Students. The College will provide the Students with meaningful access to the interview process by arranging for competent interpretation in Farsi.
  - b. Interviews of any other limited English proficient student witnesses will be conducted in a manner that provides them meaningful access to the interview process by arranging for competent interpretation.
  - c. The College will provide the Students with a final written decision of its findings in Farsi – or will offer to schedule an in-person meeting with Students to provide oral interpretation in Farsi of its findings – and notice of its appeal procedure. If the Students request this meeting, the College will arrange for the Office's Director and the Students to attend the meeting. The College will provide the Students with meaningful access to the information by arranging for competent interpretation in Farsi.
- B. The College will convene a meeting with the Students to discuss the College's financial aid process and the Students' financial aid packages, as well as answer any questions the Students may have about these topics. This meeting will be attended by the Students, the Financial Aid Manager, and the Financial Aid Supervisor. The College will provide the Students with meaningful access to the information discussed at the meeting by arranging for competent interpretation in Farsi.

### **IV. Monitoring**

- A. Within 90 days of the execution of this agreement, the College will provide OCR (for OCR review and comment) with a copy of the College's needs analysis described in Section I.B of this agreement, and a draft of its Access Plan described in Section I.C of this agreement. The College will review all comments provided by OCR and the College will determine whether additional revisions to its draft Access Plan are necessary. Within 30 days of receipt of comments from OCR, the College will then provide, for OCR approval, a copy of its final Access Plan.

Within 30 days of OCR's final approval, the College will then disseminate the final Access Plan to College administrators and staff. Within 60 days of dissemination, the College will provide OCR with documentation demonstrating implementation of the final Access Plan by the College.

- B. Within 90 days of the execution of this agreement, the College will provide for OCR review and approval a draft of its revised Limited English Proficiency Policy, in accordance with Section I.D above. Within 30 days of OCR's approval, the College will publish the revised Limited English Proficiency Policy on all College materials, including on its website and in its Catalog.
- C. Within 90 days of the execution of this agreement, the College will provide a draft of the guidance memorandum described in Section II.A of this agreement to OCR for review and approval. Within ten days of OCR approval, the College will provide OCR with a final copy of the guidance memorandum and its distribution list (in accordance with Section II.B of this agreement) indicating who the memorandum was sent to.
- D. Within 90 days of the execution of this agreement, the College will inform OCR of the identity of the designated individual as described in Section II.C of this agreement.
- E. Within 90 days of the execution of this agreement, pursuant to Section II.D above, the College will provide to OCR for review and approval a copy of the training agenda, the names and qualifications of the trainer(s), and a copy of the proposed training materials. Within 120 days of the execution of this agreement, or upon completion of the training if OCR provides the training, the College will provide OCR with documentation that shows that it has completed this training, and provided the summary to College personnel. This documentation is to include the dates of the training(s), a copy of the final agenda and materials used at each of the trainings, and a list of the participants.
- F. Within 90 days of the execution of this agreement, the College will provide a written description of the proposed implicit bias training described in Section II.E above to OCR for review and approval. This description is to include the name and qualifications of the proposed trainer.
- G. Within 75 days of the execution of this agreement, the College will provide OCR for review and approval a copy of the investigative report, a copy of the witness interview notes, and notice of the investigative findings, final determination, and appeal rights it will provide to the Students, in accordance with Section III.A of this agreement. Within 15 days of OCR's approval, the College will provide the Students with its final written decision in Farsi – or conduct an in-person meeting with the Students to provide oral interpretation in Farsi of its findings – and notice of its appeals procedures. Within 30 days of issuance of its final written decision, the College will provide OCR with documentation showing that it notified the Students of the opportunity for an in-person meeting, and any meeting notes taken as a result of a meeting being held.
- H. Within 60 days of the execution of this agreement, the College will provide documentation to OCR showing that it notified the Students of the date of the meeting in Section III.B. Within 30 days of the meeting in Section III.B, the College will provide OCR a copy of all of the documentation generated at the meeting in Section III.B, including a copy of the meeting notes and any outcomes reached.

The College and LACCD understand that OCR will not close the monitoring of this agreement until OCR determines that the College has fulfilled the terms of this agreement in compliance with Title VI and the AgeDA.

The College and LACCD understand 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 and LACCD understand that during the monitoring of this agreement, if necessary, OCR may visit the College and LACCD, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College and LACCD have fulfilled the terms of this agreement and in compliance with Title VI and the AgeDA.

The College and LACCD understand and acknowledge 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 and LACCD written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Los Angeles Valley College  
President or Designee

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01/27/2016  
Date

\_\_\_\_\_/s/\_\_\_\_\_  
Los Angeles Community College District  
President or Designee

\_\_\_\_\_  
01/29/2016  
Date