

**Resolution Agreement**  
Los Angeles Trade Technical College  
OCR Case Number 09-11-2113

In order to resolve the findings issued in this case on December 19, 2012, the Los Angeles Trade Technical College (LATTC) and the Los Angeles Community College District (District), without agreeing with OCR's findings or admitting to any violation of law, agree to implement the following provisions in this Resolution Agreement (Agreement).<sup>1</sup>

1. Transcript Amendments<sup>2</sup>

By 9/30/2015,

- a. The District will change the grade shown for NRSCE 101 on the Complainant's LATTC transcript to a "W" (withdraw).
  - b. The District will expunge the "W" grades for NRSCE 101 and NRSCE 105 from the Complainant's transcript.
  - c. The District will provide an official copy of the amended transcript to the Complainant.
2. By 9/30/2015, the District will pay the Complainant \$2,300.00 to reimburse him for all tuition, fees and expenses related to his enrollment in the LATTC nursing program.
3. By 10/30/2015, the District will provide training for all LATTC registered nursing program administrators and instructors explaining LATTC's responsibility under Federal civil rights laws to ensure that students are not subjected to discrimination, and that these laws prohibit discrimination against individuals on the basis of national origin/accents and discrimination against individuals with disabilities. If requested by the District, OCR will provide this training at no cost.
- a. The District will invite and strongly encourage all LATTC nursing program administrators and instructors to participate in the training.
  - b. The District will invite District administrators and staff responsible for investigating complaints of discrimination on the basis of national origin and disability to participate in the training.
  - c. The District will make arrangements for the date, time, and location of the training and will be responsible for monitoring participant attendance.
  - d. The training will cover the following:

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<sup>1</sup> OCR opened this complaint against LATTC, but was informed on May 3, 2011 that the District would be responsible for working with OCR to resolve the complaint. The District can sign this Agreement on behalf of both LATTC and the District.

<sup>2</sup> The Complainant has consented to have his LATTC transcript amended as described in Item 1.

- i. An overview of Title VI, Section 504 and Title II.
  - ii. The definition of disability under Section 504 and Title II.
  - iii. What constitutes discrimination on the basis of national origin/accent.
  - iv. What constitutes discrimination on the basis of disability.
- e. Within two weeks of the training, the District will disseminate a written summary of the information provided in the training to all LATTC administrators and staff in the registered nursing program including those who did not attend the training.

#### 4. Reporting Requirements

- a. Within 30 days of the date this Agreement is signed, the District will provide OCR with a copy of the Complainant's transcript which has been amended as described in Item 1 and documentation that the District has sent the Complainant the amended transcript.
- b. Within 30 days of the date this Agreement is signed, the District will provide OCR with documentation that shows it has implemented Item 2.
- c. Within 90 days of the date this Agreement is signed, the District will provide OCR with documentation that shows that the training described in Item 3 has been provided and that staff who did not attend received a written summary of the training. The documentation will include a list of participants by name and job title, a copy of all training materials used and provided to participants as well as the written summary of the training that was provided to administrators and staff who did not attend.

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 District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Title VI, Section 504 and Title II, which were at issue in this case.

The District understands that OCR will not close the monitoring of this Agreement until such time as OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with the statute and regulations that were at issue in this case.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
Dr. Adriana D. Barrera  
Deputy Chancellor  
Los Angeles Community College District

08/06/2015  
Date