

Resolution Agreement
El Camino Community College
OCR No. 09-13-2091

In order to resolve the allegations raised in this complaint filed with OCR under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, and without admitting to any violation of law, El Camino Community College (College) agrees to implement this agreement.

I. Actions and Reporting

- A. If the complainant completes the requirements for his re-enrollment into the College and re-enrolls by or before the end of fall semester 2014, within 30 days of his re-enrollment the College's Special Resource Center will engage in an interactive process with him concerning his previous requests for accommodations in communicating with the College's Financial Aid Office.
1. The College will send a written response to his requests for accommodations, applying the Special Resource Center's normal procedures for determining appropriate accommodations.
 2. If the College denies the requests for accommodations, the letter will specifically describe the reason(s) for the denial. The letter will include information on the College's normal procedure for appealing the College's determination, should the complainant disagree with the College's determination.
 3. If the complainant re-enrolls by or before the end of fall semester 2014, the College will provide OCR with a copy of its response letter to the Complainant by or before February 17, 2015.
- B. If the complainant completes the requirements for his re-enrollment and re-enrolls after fall semester 2014, the College will respond to any new requests for accommodations using the Special Resource Center's normal procedures for determining appropriate accommodations.
- C. By August 1, 2014 the College will provide written guidance or training to its Financial Aid staff and administration, as well as all other administrative and academic department heads regarding the requirement to expeditiously refer all student requests for disability related accommodations, services, or modifications, to the Special Resource Center, as required by College policy.
1. The guidance/training will include information on what a disability accommodation request may include (e.g., how to recognize a disability related accommodation request).

2. The guidance/training will also include information on the College's legal obligation to respond to such requests under Section 504 and Title II, the importance of referring such requests to the Special Resource Center promptly, and whom to contact at the Special Resource Center (or to whom the student should be referred to at the Center) for information and assistance.
3. By August 29, 2014 the College will provide OCR with a copy of the guidance and/or training materials, the dates of distribution/training, and a list of all parties who received the guidance/training.

II. Monitoring

The College understands 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 Section 504 and Title II.

The College 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 College 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 College has fulfilled the terms of this agreement and is in compliance with Section 504 and Title II.

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

_____/s/_____
President/Superintendent Thomas M. Fallo (or designee)

Date May 7, 2014