

Resolution Agreement
South Orange County Community College District on behalf of
Saddleback College
OCR Case Number 09-16-2031

The South Orange County Community College District (SOCCCD), on behalf of Saddleback College, without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve investigated findings by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990, as amended (Title II) in the above-referenced OCR case number.

I. Ramp from Parking Lot 9 to the upper level at Saddleback College (College)

- A. SOCCCD will ensure that any alteration or new construction to the accessible route at Saddleback College from Parking Lot 9 described below will comply with the Federal accessibility design standard in place at the time of new construction or alteration, currently the 2010 Americans with Disabilities Act Standards for Accessible Design (2010 Standards).¹
 - i. SOCCCD will ensure that there is an accessible route at the College from Parking Lot 9 to the Student Services Center and Business/General Studies Building consistent with §§ 401-403 and § 405 of the 2010 Standards and any other applicable technical provisions of the 2010 Standards.

II. Wheelchair accessible golf cart

- A. So that the wheelchair accessible golf cart service is a means to ensure that the College's programs, services, and activities are readily accessible to and usable by individuals with mobility impairments, SOCCCD will formalize a training program and protocol for the use of and operation of the golf cart so that its operation, including wheelchair access and securement, protects the safety of the wheelchair passenger and others in and around the golf cart. SOCCCD shall include in its protocol at the College:
 - i. A provision limiting the operation of the golf cart to individuals who received formal training.
 - ii. A provision that a qualified mechanic and/or specialist determine whether the golf cart should be placed out of commission because the safety of the wheelchair passenger or others will be compromised until a repair is made.

¹ Available at <http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>

- iii. A provision describing the process to ensure program access to the College's activities, services, and programs for Disabled Students Programs and Services students when the wheelchair accessible golf cart is placed out of commission or not available due to a scheduling conflict.

III. Reporting and Monitoring

SOCCCD will engage architectural services in accordance with California Government Code in order to complete the work under Section 1 of this Agreement. The plans and specifications will be submitted to SOCCCD for approval and to the Division of State Architect (DSA) for approval. SOCCCD will submit its design and construction plans to OCR to ensure that the elements addressed in Section I of this Agreement are included. DSA is a State of California entity whose operations are not within the control or supervision of SOCCCD.

SOCCCD agrees to complete the aforementioned items by or before March 31, 2018 within the following projected timeline:

- A. By January 31, 2017, or earlier, SOCCCD will initiate the process of selecting an architect.
- B. By March 31, 2017, SOCCCD will submit its wheelchair accessible golf cart operation training program and protocol to OCR for feedback.
- C. By April 21, 2017, SOCCCD will provide confirmation to OCR of the College employees trained to operate the wheelchair accessible golf cart.
- D. Within sixty (60) days from confirming an architect of record for the construction project described under Section 1 of this Agreement, SOCCCD will submit its design and construction plans to OCR for review. Within 30 days from OCR's approval of the design and constructions plans, SOCCCD will submit the project for approval to the DSA.
- E. By October 1, 2017, or within sixty (60) days from DSA's approval, whichever comes sooner, SOCCCD will solicit a bid for the construction work and award the construction project described under Section 1 of this Agreement.
- F. By March 31, 2018, SOCCCD will submit a report to OCR, along with supporting documentation, confirming that the items identified in Section I are accessible and conform to the 2010 Standards. Documentation will include photographs and documentation of the changes.
- G. If the project described in Section 1 of this Agreement will not be completed by March 31, 2018, the District agrees to negotiate an alternative remedy with OCR within sixty (60) calendar days of the determination that project will not be completed by the projected date.

SOCCCD understands that by signing this Agreement, it agrees to provide data and other

information requested by OCR in a timely manner. Further, SOCCCD understands that during the monitoring of this Agreement, OCR may visit the College, interview staff, students, and patrons and request such additional reports or data as are necessary for OCR to determine whether SOCCCD has fulfilled the terms of this Agreement and is in compliance with the statute(s) and regulations implementing Title II, at 28 C.F.R. §§35.149 – 35.151, which were at issue in this case. SOCCCD understands that OCR will not close the monitoring of this Agreement until such time that OCR determines that SOCCCD has fulfilled the terms of this Agreement and is in compliance with the statutes and regulations at issue in the matter.

SOCCCD 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 SOCCCD written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

/s/

C.M. Brahmhat

Acting Vice Chancellor Business Services

11/08/2016

Date