

**Resolution Agreement
Peralta Community College District
Case Number 09-18-2156**

The Peralta Community College District (College District), without admitting to any violation of law, agrees to implement this Resolution Agreement (Agreement) to resolve the violation determination by the U.S. Department of Education, Office for Civil Rights (OCR), under Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990, as amended (Title II), and their implementing regulations in the above-referenced OCR case number. The College District agrees to take the actions set forth in this Agreement in order to ensure that it provides equally effective benefits to students with disabilities, as required by Section 504, Title II, and their implementing regulations.

GENERAL PROVISIONS

- I. Although this Agreement does not require the College District to provide a transit benefit to its students, if the College District continues to participate in the AC Transit “EasyPass program,” or in a similar program, during the fall 2019 semester or during any semester thereafter, it will comply with this provision.
 - A. By the end of each academic semester, the College District will reimburse students who used East Bay Paratransit to and from school, or for school-related events and purposes, an amount equal to the cost of this East Bay Paratransit transportation during any academic semester when they are enrolled for six or more units.
 - (1) Within 15 calendar days after the beginning of each academic semester the College District will notify all new students of the availability of this reimbursement, and of the steps required to claim reimbursement by including information on obtaining reimbursement in its mandatory, on-line new student orientation presentation, and in an email from its Disability Resource Centers’ offices to all students enrolled with the Disability Resource Centers. The reimbursement process will also be described on the College District’s website and on the website of each college in the District.
 - (2) Any documentation of paratransit costs that is required as part of the reimbursement process must be of a type reasonably obtainable by the students claiming reimbursement.
 - (3) Within 20 calendar days after the beginning of each academic semester the College District will, for a period of two academic semesters, send OCR a copy of this notification and a description of how it was distributed to students and a link to the description of the reimbursement process on the College District and college websites.
 - (4) Within 15 calendar days after the end of each academic semester the College District will, for a period of two academic semesters, provide documentation to

OCR showing, for each student, the calculation of the student's East Bay Paratransit costs and the amount and manner of their reimbursement.

- B. If the documentation provided to OCR pursuant to this provision and pursuant to provision II.B demonstrate compliance with the terms of this Agreement, OCR will conclude its monitoring of the Agreement.
 - C. If during OCR's monitoring of the Agreement, the College District experiences circumstances it believes support modifying the Agreement, OCR and the College District acknowledge that OCR may agree to modify or terminate the Agreement if, after receiving written notice from the College District of the circumstances, OCR determines a modification to or termination of the Agreement is warranted. OCR must approve modifications to the Agreement.
- II. The College District will create and administer a one-time East Bay Paratransit Refund Program to reimburse students who used East Bay Paratransit and were therefore unable to participate in the College District's EasyPass program during the 2017-2018 and 2018-2019 (to date) academic years.
- A. The College District agrees to ensure that at a minimum, the East Bay Paratransit Refund Program is created and is operated such that the following process requirements are met:
 - (1) Within two months of the execution of this Agreement, the College District will notify all students by email or by U.S. mail of the availability of a College District East Bay Paratransit Refund claim process that will establish a claim period lasting 45 calendar days for East Bay Paratransit-eligible students to submit East Bay Paratransit Refund claims for paratransit costs incurred during the 2017-18 and 2018-19 (to date) school years. The notice will clearly describe the refund claim process, and offer assistance in person or by telephone or by other means requested by students to assist them with filing a refund claim. The notice will also refer students to the College District's and campuses' websites for a description of the reimbursement process that will begin in the fall, 2019 semester.
 - (2) Refund calculation:
 - i. The East Bay Paratransit Refund claim process will be available only to students who were paratransit-eligible during the applicable semester as determined by East Bay Paratransit.
 - ii. For East Bay Paratransit-eligible students with claims who submit documentation of total payments to East Bay Paratransit during the applicable semester, the College District will refund an amount equal to the actual total documented amount of a student's costs.
 - iii. For East Bay Paratransit-eligible students with claims who do not submit documentation of East Bay Paratransit costs, the College District will refund \$328 per academic semester.

- iv. All East Bay Paratransit Refund claim refunds will be paid to East Bay Paratransit-eligible students within 30 calendar days of the end of the claim period, and the East Bay Paratransit Refund Program will be closed.
- B. Within 30 calendar days of the closure of the East Bay Paratransit Refund Program, the College District will provide the following documentation to OCR:
- (1) A copy of the notice sent to students regarding the College District East Bay Paratransit Refund Program claim process and regarding future reimbursement beginning in the fall, 2019 semester; and
 - (2) Documentation showing all claims received and paid, all claims received but unpaid with an explanation for each why it was unpaid, and any other documentation necessary to show claims were appropriately processed.

MONITORING

The College District understands that by signing the resolution agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement. Further the College District understands that during the monitoring of the resolution agreement, if necessary, OCR may visit the College District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College District has fulfilled the terms and obligations of the resolution agreement. Upon the College District's satisfaction of the commitments made under the Agreement, OCR will close the case.

The College District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the resolution agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the College District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____
[Peralta Community College District Chancellor]

_____06/10/2019_____
Date