

Resolution Agreement
OCR Complaint #09-21-2357
Orange Coast College

The Orange Coast College (College) without admitting to any violation of the law, agrees to implement this Resolution Agreement (Agreement) to resolve the violations identified by the U.S. Department of Education, Office for Civil Rights (OCR), pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation, 34 C.F.R. Part 104 (Section 504), and Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. Part 35 (Title II) in the above-referenced OCR complaint number.

I. Housing Procedures

- A. The College will create a written document (Housing Procedures) that will describe, in detail, how it will ensure that students with disabilities are provided an equal opportunity to participate in, and benefit from, housing opportunities at The Harbour in compliance with Section 504 and Title II. The Housing Procedures will contain, at the minimum, the following:
1. A statement of nondiscrimination on the basis of disability with respect to student housing at The Harbour, including a statement that the College will comply with Section 504 and Title II to provide equal access for students with disabilities;
 2. A statement that students with disabilities are not responsible for paying a surcharge to cover the reasonable costs of accommodations/modifications that are needed to provide equal access to student housing at The Harbour;
 3. A designation of a coordinator to ensure compliance with Section 504 and Title II with respect to student housing at The Harbour;
 4. A procedure for how students with disabilities may request housing accommodations/modifications at The Harbour, including the type of documentation that is needed and any forms that need to be completed;
 5. A procedure for how the College will oversee the provision of housing accommodations/modifications at The Harbour for students with disabilities to ensure compliance with Section 504 and Title II. This procedure will include a description of how the College will coordinate with The Harbour to review and respond to student housing requests;
 6. A procedure for how the College will process the students' requests for housing accommodations/modifications at The Harbour, including: the legal standards used to review student requests; coordinating with The Harbour for reviewing and responding to student requests; the timeline for reviewing student requests; the interactive process between the College and the student to evaluate what accommodations/modifications are needed by the student; the identity of the College employee(s) who is qualified to make decisions on student requests; how students will be notified of the approved accommodations/modifications; and any process for challenging or appealing decisions made on student housing requests;
 7. A procedure for how the College will determine if a requested accommodation/modification would fundamentally alter the nature of a service, program, or activity, or result in undue financial or administrative burdens; and, if so, how the College will notify the student of the reasons for its decision, including an explanation of the information it considered in reaching its decision, the

basis for its decision, the standard it used to reach its decision, any effective alternative accommodation/modification that may be available to the student, and the appeal process;

8. Information about, or a link to, the grievance procedure, consistent with Section 504, that the College will use to respond to complaints of disability discrimination with respect to student housing at The Harbour; and
9. A plan for how the College will provide notice to its community on the provisions of the Housing Procedures.

B. Reporting Requirements:

1. By March 31, 2023, the College will submit, for OCR's review and approval, a draft of the Housing Procedures.
2. Within 30 days of OCR's approval, the College will distribute or provide information about the Housing Procedures to the College community and will submit documentation to OCR confirming the completion.

II. Publications

- A. The College will review all publications (including websites) regarding student housing at The Harbour to ensure that: (1) the publications do not contain information that may be inconsistent with Section 504 and Title II; for example, the College will revise The Harbour's Frequently Asked Questions (FAQ) regarding reasonable accommodations and modifications to revise the language to state that students with disabilities will not be required to pay for modifications related to their disability, if approved through the interactive process; and (2) the publications provide notice of the provisions of the Housing Procedures, as appropriate.
- B. Reporting Requirements: By March 31, 2023, the College will provide documentation that it has reviewed all publications and will provide draft changes for OCR's review and approval. Within 30 days of OCR's approval, the College will provide documentation that the approved changes have been adopted and that the changes are reflected in the publications.

II. Training

- A. The College will provide training to all College and The Harbour staff with responsibility for implementing or overseeing the Housing Procedures specified in Section I.A. of this Agreement.
- B. Reporting Requirements: By May 31, 2023, the College will submit, for OCR's review and approval, a written description of the proposed training, including the name(s) and title(s) and or position(s) of the College and or The Harbour employees who will receive the training and the name(s) and qualifications of the proposed trainer(s). Within 30 days of OCR's approval, the College will provide the required training and submit documentation (including a sign-up sheet or other evidence of attendance by name and title) to OCR confirming the completion of training specified in Section II.A of this Agreement.

III. Self-Monitoring Assessments and Review

- A. For two terms following the execution of this Agreement, the College will engage in self-monitoring assessments, whereby it will provide to OCR a spreadsheet or a summary of requests from students for housing accommodations/modification at The Harbour and how each request was handled, including:

(1) the requested accommodation/modification; (2) the College's determination regarding each request, the factors that the College considered in making its determination, the legal standard applied in reaching its decision, and an explanation as to any request that was denied or not provided ; (3) whether the College engaged in an interactive process as required by Section 504 and Title II (and if the College was not able to do so, include an explanation as to the cause); and (4) whether each request was promptly responded to.

In addition, the College will address, in writing, any concerns or issues it has identified in its self-monitoring assessment with respect to the provision of housing accommodations/modifications at The Harbour for students with disabilities that may require revisions to practices or procedures or other changes or training, along with a proposed plan and timeline for addressing the concerns or issues for OCR review and approval.

- B. Reporting Requirements: Within 4 weeks of concluding a term, the College will provide the spreadsheet and/or summary for the concluded term, along with a self-monitoring assessment report identifying any concerns as described above. The College will provide OCR additional information and documents as requested by OCR. If, after OCR's review, OCR determines that any additional revisions to practices or procedures or other changes or training are necessary, OCR will discuss with the College a proposal for corrective action.

IV. Individual Remedy

- A. The College will notify the Student that it has approved the Student's request for a rent reduction, as an accommodation for a disability, and that accordingly, the Student will pay the reduced rental amount (i.e., the cost of a 2 Bed/2 Bath Double@ \$1,080 per month for 2021-2022 and @ \$1,099 per month for 2022-2023) for her entire lease term. The College will reimburse or credit the Student in the amount of \$6,840; this amount reflects the past 18 months difference in rent between the Studio unit (in which the Student currently resides) and the 2 Bed/2 Bath Double unit and deducting the \$600 per month housing financial assistance. The College will apply the \$6,840 toward the Student's outstanding balance at The Harbour, and any remaining funds will be disbursed directly to the Student. For the next six months remaining on the Student's lease, the College will adjust the rent to \$1,099 per month (the cost of a 2 Bed/2 Bath Double).
- B. Reporting Requirement: By February 10, 2023, the College will provide documentation of the approval of the rent reduction as an accommodation for a disability and the payment of the reimbursement to the Student.

IV. Monitoring

By signing the resolution agreement, the College agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the resolution agreement. During the monitoring of the resolution 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 the resolution agreement.

The College understands that OCR will not close the monitoring of the agreement until such time as OCR determines that the College is in compliance with the terms of the agreement and the statute(s) and regulation(s) at issue in the case.

The College understands that OCR may initiate administrative enforcement proceedings or refer the case to the Department of Justice (DOJ) for judicial proceedings to enforce the specific terms of the resolution

agreement and the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the College written notice of the alleged breach and 60 calendar days to cure the alleged breach.

_____/s/_____
Dr. Angelica Loera Suarez
President, Orange Coast College

01/18/2023
Date