The District maintains a plan for the provision of programs and services to disabled students designed to assure that they have equality of access to District classes and programs. The Disabled Student Programs and Services (DSP&S) is authorized for this purpose per Title 5 Implementing Guidelines, Section 56000 – 56076.

The Plan for the provision of DSP&S addresses the following per Title 5:

Long range goals and short term objectives for the program:
- Under Section 504 of the Rehabilitation Act, students with disabilities must have access to the general college services and instructional process. The DSP&S program is intended to provide the additional, specialized support which allows students with disabilities to more fully access and benefit from the general offerings and services of the college. Services should support students with disabilities in educational activities that comply with the mission of the college. These services may include integrating students with disabilities into the general college program; facilitating general education, transfer, or vocational preparation; increasing independence; and making referrals to community resources.

Definitions of disabilities and students eligible for the program:
- To qualify a person must: be enrolled at a community college, have a verifiable disability (see Section 5603244 Title 5), be unable to fully benefit from the regular programs and services offered by the college due to the educational functional limitation of a disability; and need specialized services or instruction in order to mitigate these disability related educational limitations.

Support services and instruction that is provided:
- Support services or instruction as used in Section 56005 means any service or classroom instruction that is above and beyond the regular services or instruction offered by the college. These classes, activities, or services are offered to enable the student with an educational limitation due to a disability to fully benefit in the offerings of the college.
- Verification of disability
- Every student participating in the DSP&S program must have a verified disability and determination should be performed in one of three ways:
  - DSP&S professional staff, with review by the DSP&S Director, may, through personal observation, verify the existence of an observable disability.
  - A licensed professional in the field may diagnose specified condition which verifies the existence of a disability.
  - DSP&S professional staff with review by the DSP&S Director may verify a student’s disability based on documentation provided by an appropriate agency or certified professional capable of diagnosing the disability in question.
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Student rights and responsibilities:
- Participation by student with disabilities in DSP&S shall be entirely voluntary. Receiving support services or instruction authorized shall not preclude a student from also participating in any other course, program or activity offered by the college.
- All records maintained by DSP&S personnel pertaining to students with disabilities shall be protected from disclosure and shall be subject to all other requirements for handling of student records as provided in Title 5 and FERPA.
- A student with a disability, like any other student on the campus, must adhere to the student code of conduct adopted by the college. Termination of services to the student under the code of conduct must go through the same procedures as with any other student.
- A Student Educational Contract is developed by DSP&S professional staff in consultation with the student and placed in the file of each student receiving services.
- The Student Educational Contract is designed to serve as an educational plan and is reviewed annually with required signatures from both the DPS&S Specialist and student.

Academic Accommodations:
- The provision of DSP&S accommodation must relate directly to the educational limitations of the student. DPS&S specialists provide the services and accommodations to ensure that the college’s programs and services are accessible to, and useable by, students with academic and functional limitations.

Staffing:
- The DSP&S Program has an elected Faculty Director, who has day-to-day responsibility for the DSP&S Program. The Director of Facilities and Planning is responsible for maintaining compliance with ADA Accessible Standards, in consultation with DSP&S and 504 Coordinators.

Advisory Committee:
- The DSP&S Advisory Committee meets at least once a year, and the roster of the members is in the DSP&S Program Review and available for review for the public.

Service Animal Procedures and Guidelines:
- see AP 5140 A

Equal Access:

Cabrillo College is committed to providing access to all students, staff and members of the public and provides special programs that accommodate and facilitates these goals and objectives.
- Cabrillo College provides equal access to campus facilities for all students, staff, and members of the public with disabilities. All entrances to campus buildings and interior doors with automatic doors will comply with 2010 ADA Standards for Accessible Design published by the Department of Justice section 404.3 (ANSI/BHMA A156.10 or A156.19 (automatic doors or push plate openers). The college will also comply with the
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2010 ADA Standards, section 404.2.9 (opening force), and California Building Code 2007-Doors, section 1133B.2.5 (opening force) for exterior and interior non-automatic doors. In order to comply with these requirements, Cabrillo Facilities and Planning department contracts with Besam Entrance Solutions to randomly test and adjust doors. (See Attachment A). Future test results are on file in the Facilities Department.

- For building entrances that are not power assisted, the college provides a telephone outside of the entrance and posts signs on the doors instructing students, staff and the public to call the DSP&S office for assistance (after 5:00 pm Campus Sheriff’s Office). DSP&S, Campus Sheriff, Facilities, and/or branch campus directors will immediately respond to give the person access to the facility.

Disabled members of the public who are not able to operate non-power assist doors on campus should contact DSPS for assistance in accessing college programs and activities, as needed. DSPS Counselors and individuals with disabilities who need regular access to campus facilities will develop individualized plans to provide access to buildings, classrooms, restrooms, and other spaces that may not have power assist entrances. DSPS will provide staff to assist individuals with disabilities based on the individual’s schedule and abilities. The goal of the individualized plan is to maximize the disabled individual’s independence and access to all programs and activities of the college.

For public access to power assisted and non-power assisted entrances, the college provides access information on its facilities to groups (community and college groups) that reserve college facilities on how those facilities can be accessed. These include: phone number for access; campus maps with disabled parking locations, accessible paths and elevators; and the following statements on the college’s website, printed materials, promotional materials and tickets to public events, and facilities rental agreements.

For website, printed materials, etc. which is designed for public consumption:
Cabrillo College strives to provide the highest level of accessibility to students, visitors and guests with disabilities. For assistance with physical accessibility issues, please call Disabled Students Programs and Services at (831) 479-6379, or the Sheriff’s Office at (831) 212-8464 (Aptos and Scotts Valley) or (831) 212-8466 (Watsonville).

For Facilities Contracts:
Cabrillo College strives to provide the highest level of accessibility to students, visitors and guests. As a renter of our facility, you agree to meet federal standards of accessibility (Title II ADA) in your use of the facility, including access for people with physical and visual disabilities. If you have questions about physical accessibility or other accommodations, please contact Disabled Students Programs and Services at (831) 479-6379 at least five days in advance of your event.

Reference: Title 5, Sections 56000 et seq.

Approved by Office of Civil Rights March 22, 2013
Approved by Student Service Council April 17, 2013
Attachment A

Labor and Planned Maintenance Agreement
For Automatic Door Equipment Located at:

Building Name: Cabrillo College
Street Address: 6500 Soquel Drive
City, State, Zip: Aptos, CA 95003

Agreement between the Owner and/or Agent—for the Owner, hereafter called the "Owner," and Besam Entrance Solutions (Besam), as named in the agreement.

1. Besam will perform two (2) Planned Maintenance (PM) exam(s) annually to inspect, clean, lubricate and adjust the covered equipment. During the exam, should it be determined that any parts need replacement, the said parts shall be billed separately. Further, during one of the PM exams, Besam will perform an inspection on all covered automatic sliding and swinging doors per the guidelines of the American Association of Automatic Door Manufacturers (AAADM).

2. Any service calls required in addition to the PM exams provided herein, that occur during normal business hours (8 a.m. to 5 p.m. Monday through Friday) will be charged at Besam's standard time and material rates as outlined in paragraphs 16, 17, and 18. All additional calls will be completed on a scheduled basis in accordance with standard practices.

3. Emergency service calls will be given priority. An emergency service call is one in which the situation meets one of the following conditions: A) The door is unsafe. B) The door cannot be closed and secured and causes a security problem. C) The safety device is inoperable. An additional charge (as stated in Paragraph 2) will be made for service calls outside normal business (6 a.m. to 7 p.m., Monday through Friday) to compensate for premium labor costs providing the Owner specifically requests such service.

4. This agreement excludes parts for automatic door service. Parts required will be discounted five percent (5%) off manufacturer's suggested retail price.

5. It is the Owner's responsibility to notify Besam if an unsafe condition exists, to disable any door that is operating in an unsafe manner and to provide Besam with twenty-four (24) hours written notice of any accident, alteration or change affecting the equipment. Besam will not be held responsible for any damages, injuries and liability as a result of the Owner's failure to fulfill its responsibilities. It is the Owner's responsibility to perform the daily safety checklist that was provided by the door manufacturer.

6. New installed Besam parts are covered (unless otherwise stated) by a one (1) year limited warranty against failure due to workmanship and workability. Parts on which Besam's sole obligations shall be to repair or replace such parts. Retail parts are covered by a ninety (90) day limited warranty. All other parts are covered by the warranty as stated by the manufacturer.

7. This agreement is effective for one (1) year(s) starting July 1, 2011 and may be canceled with thirty (30) days written notice. Notice shall be sent by certified mail, return receipt requested. To ensure continuance service, this agreement will be automatically renewed for successive one (1) year periods.

8. The price for the services as stated in this agreement shall be Six Thousand Eight Hundred Sixty Four Dollars ($6,864.00). The price for services is exclusive of all local, state and federal taxes or other charges, including sales and use and the like. Besam shall invoice the Owner upon completion of the services. Acceptance of this agreement, and is payable upon receipt of the invoice. Charges for parts and labor are included in this agreement will be billed at an "as needed" basis. Non-payment by the owner of any moneys owing under this agreement shall result in the account being considered delinquent as prescribed by law.

9. Annual price adjustments. We will adjust your price and standard billing rates based on the percentage change in the average rate paid to Automatic Door technicians. This rate consists of the hourly rate paid to our technicians plus fringe benefits. Annual increases will not exceed 5%.

10. Your agreement not to perform or permit others to make alterations, additions, adjustments, or repairs or replace any equipment or part of the equipment during the term of this agreement.

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