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May 21, 2015

Dr. Glenn E. Mayle - President
Arizona Western College
2020 South Avenue 8 E
P.O. Box 929
Yuma, Arizona 85365-0929

Re: Arizona Western College
Case Number: 08-15-2029

Dear Dr. Mayle:

We are notifying you of our decision in this case. The Complainant alleged the Arizona Western College (College) discriminated on the basis of disability. Specifically, the Complainant alleged the College failed to provide him with effective communication in the form of appropriate auxiliary aids and services (sign language interpreters) for his classes and at a disciplinary hearing at the College.

We investigated this complaint pursuant to Section 504 of the Rehabilitation Act of 1973 and its implementing regulation at 34 C.F.R. Part 104, which prohibit discrimination on the basis of disability in programs and activities that receive Federal financial assistance from the Department; and Title II of the Americans with Disabilities Act of 1990 and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by public entities. As a recipient of Federal financial assistance from the Department and a public entity, the College is subject to these laws and regulations.

In reaching a compliance determination regarding these issues, we reviewed documentation submitted by the Complainant and the College. We also interviewed the Complainant and relevant College staff members.

Background

The College is a public community college with centers or campuses at various locations in Arizona. The College has several students who require sign language interpreters as an accommodation. As a result, the College has 3 full-time interpreters on staff. Each of the 3 interpreters is licensed with the Arizona Commission for the Deaf and Hard of Hearing (ACDHH). One of the interpreters (Interpreter1) is also a nationally certified interpreter through the Registry of Interpreters for the Deaf (RID) and holds a generalist license with ACDHH. She additionally is proficient in American Sign Language (ASL). Interpreter2 holds a provisional license with both RID and ACDHH. She additionally has a Master's Degree in Deaf Education, teaches ASL at the College, and also teaches at the Arizona State School for the Deaf and Blind. Interpreter3 holds a generalist license through ACDHH and is nationally certified through RID.

The Complainant is an individual with a disability (Deafness). He communicates by using American Sign Language (ASL). The Complainant first enrolled at the College during the fall semester in 2009 and had accumulated a total of 79 credits at the time of this complaint. Also, for a brief time during the fall semester in 2010, the Complainant worked part-time at the College.

The Department of Education's mission is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access.

During the fall semester of 2014, the Complainant enrolled in a reading class and an art class. He requested for an ASL interpreter and preferential seating for both classes, and for a note taker for his reading class. The College approved and provided all of the requested accommodations.

The College assigned Interpreter1 for both of the Complainant's classes. Interpreter1 had interpreted for the Complainant's classes during the Fall 2013 and Spring 2014 semesters. Shortly after the start of classes in late August 2014, Interpreter2 was assigned to team with Interpreter1 because of the length of the lecture component of the art class.

During the first week of October 2014, the Complainant telephoned his art professor and expressed concerns with the quality of his interpreters. On October 7th, the Complainant left a voicemail with the AccessABILITY Resource Service Coordinator (AARSC) stating that he did not want Interpreter2 and that Interpreter1 was not effective. On the same day, the Complainant also emailed the AARSC and told her that he was requesting a different interpreter for his reading and art classes and stated that Interpreter1 was providing "ineffective communication."

On October 7th, the AARSC emailed the Complainant stating, "Unfortunately, at this time we do not have another interpreter to place in your classes." Additionally, she spoke with the Complainant on the telephone regarding this issue. During this conversation, the Complainant requested an interpreter who is a CODA (Child of a Deaf Adult), particularly one from the Arizona Freelance Services (AFS) located in Phoenix.

On October 8th, the Complainant called and left a message with the Dean of Admissions and Enrollment Services. The Dean of Admissions and Enrollment Services and the AARSC then discussed the Complainant's concerns and determined that the College was providing the Complainant with effective interpreting. Thus, the AARSC emailed the Complainant, stating that it has 3 highly qualified ACDHH licensed interpreters, that because of the heavy lecture content of the art class a team of interpreters is required, and that the College did not have any other interpreter available to interpret. She additionally suggested to the Complainant to have a meeting with her, the interpreters, and the Complainant to go over some suggestions. It is disputed whether the Complainant responded.

The October 9th art class was cancelled. At the next art class on October 14th, the Complainant allegedly engaged in disruptive behavior for which Interpreter1, Interpreter2, and the professor for the art class each subsequently provided an Incident Reporting Form.

On the same date, October 14th, the Complainant had several communications with the AARSC. The Complainant requested for a Certified Deaf Interpreter (CDI) and the AARSC informed the Complainant that she would look into it. After investigating, the AARSC determined that the Complainant did not qualify for a CDI and informed him of the decision. Additionally, she offered the Complainant mediation to discuss style preferences and how to work with the interpreters. However, on or around October 18th, the Complainant dropped his art class which he was passing at that time.

As a result of the Complainant's alleged conduct in his art class on October 14th and the incident reports filed against the Complainant, a disciplinary hearing was scheduled for November 13, 2014.

During a November 4th telephone call, the Complainant told the AARSC that he did not want a local interpreter from Yuma at the hearing, that he wanted a neutral interpreter, and that he wanted a male interpreter which he specifically identified by name that he preferred from AFS. The AARSC agreed to set up the requested accommodation. The AARSC contacted AFS, but the interpreter the Complainant preferred was not available to interpret on the date of the hearing. The AARSC proceeded to arrange for

Video Remote Interpreting (VRI) using a male interpreter from AFS¹, and informed the Complainant of the arrangement. There is no evidence that the Complainant responded regarding the arrangement.

The College set up the technology required to conduct VRI in the room where the hearing was to be held. Prior to the hearing, the College conducted a “dry-run” to test the technology with AFS. The College stated that there were no issues with the quality of the transmissions and video reception during the dry-run.

On November 13th, when the Complainant arrived at the hearing, he complained about using VRI as an accommodation. Almost immediately after the Dean of Residential Life (Dean) began the hearing process by reading from a script, the Complainant complained that the video image was “blurry.” This happened several times and is discussed in detail below. At the end of the script when it came to reading the charges, the Complainant got up and told the Dean that he was not going to do this anymore and left the hearing. On November 20, 2014, the Dean found the Complainant was responsible for disruptive conduct in the class on October 14th and the Complainant was suspended from the College.

Legal Standard

Section 504 provides, at 34 C.F.R. §104.43, that no qualified individual with a disability shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any postsecondary education aid, benefits, or services.

Under the requirements of Section 504, a student with a disability is obligated to notify his or her postsecondary institution of the nature of the student’s disability and the need for a modification, adjustment, aid, or service. Once an institution receives such notice, it has an obligation to engage the student in an interactive process concerning the student’s disability and related needs. As part of this process, the institution may request that the student provide documentation, such as medical, psychological, or educational assessments of the student’s impairment and functional limitation, and may set reasonable standards as to what type of documentation is required to establish that a student has a disability protected by Section 504.²

34 C.F.R. §104.44(d)(1) provides that colleges and universities shall provide auxiliary aids for students with impaired sensory, manual, or speaking skills. 34 C.F.R. §104.44(d)(2) defines, “auxiliary aids,” and states, with respect to individuals with hearing impairments, that it may include taped texts, interpreters, or other effective methods.

The Title II regulations provide similar requirements. At 28 C.F.R. §35.160(a)(1) it states, “A public entity shall take appropriate steps to ensure that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with others.” A “public entity shall furnish appropriate auxiliary aids and services where necessary to afford qualified individuals with disabilities, including applicants, participants, companions, and members of the public, an equal opportunity to participate in, and enjoy the benefits of, a service, program, or activity of a public entity.” 28 C.F.R. §35.160(b)(1) Additionally, “The type of auxiliary aid or service necessary to ensure effective communication will vary in accordance with the method of communication used by the individual, the nature, length, and complexity of the communication involved, and the context in which the communication is taking place. In determining what types of auxiliary aids and services are

¹ The AARSC was aware of the Complainant’s earlier concerns regarding using VRI in the classroom setting, but determined that in a small room for the hearing that it would be effective.

² See *Auxiliary Aids and Services for Postsecondary Students with Disabilities*, available on OCR’s website at <http://www2.ed.gov/about/offices/list/ocr/docs/auxaids.html>.

necessary, a public entity shall give primary consideration to the requests of individuals with disabilities....” 28 C.F.R. §35.160(b)(2)

With respect to individuals who are deaf, the regulation defines “auxiliary aids and services to include, “(1) Qualified interpreters on-site or through video remote interpreting (VRI) services; notetakers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunications products and systems, including text telephones (TTYs), videophones, and captioned telephones, or equally effective telecommunications devices; videotext displays; accessible electronic and information technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.”

With respect to Video Remote Interpreting (VRI) services, it states,” A public entity that chooses to provide qualified interpreters via VRI services shall ensure that it provides – (1) Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; (2) A sharply delineated image that is large enough to display the interpreter’s face, arms, hands, and fingers, and the participating individual’s face, arms, hands, and fingers, regardless of his or her body position; (3) A clear, audible transmission of voices; and (4) Adequate training to users of the technology and other individuals so that they may quickly and efficiently set up and operate the VRI.” 28 C.F.R. §35.160(d)

Analysis

Effective Communication – Classes

The Complainant first alleged the College failed to provide him with effective communication in the form of qualified sign language interpreters for his classes. In particular, he noted that the interpreters the College provided him for his Fall 2014 reading and art class were ineffective. He provided examples. He explained that Interpreter1, for his reading class, interpreted while a student read text from a book while the Complainant read the text in the book and watched the interpreter. He stated that the interpreter did not sign everything and made many mistakes. He additionally stated that he had the interpreter read the text and provide the text in signs to him and that the interpreter still made many mistakes. He added that at other times the interpreter would sign something wrong or sign something that did not make ASL sense. The Complainant also stated that Interpreter2 does not have a generalist license and only holds a provisional license with the Arizona Commission for the Deaf and Hard of Hearing (AZDHH).

The College denied that it failed to provide the Complainant with effective communication. Rather, the College asserted that it has provided him with effective communication and that for the Fall 2014 classes it provided him with a nationally and state certified interpreter (Interpreter1) who is proficient in ASL. The College also stated that Interpreter2, who interpreted as part of a team with Interpreter1 in the Complainant’s art class, was in provisional status nationally and with the state. Regardless, this interpreter did not work alone with the Complainant and was always teamed with Interpreter1 when she provided service for the Complainant.

Additionally, the College stated that the Complainant has a history of complaining about and refusing to work with numerous interpreters and that the College has constantly replaced interpreters because of his complaints or requests. The College stated that to date the Complainant has complained about or refused

to work with 6³ different interpreters the College has provided him since he began attending the College.

The AARSC stated that whenever the Complainant informed her that he did not want a particular interpreter or that an interpreter was inadequate, she would assign a different interpreter for him. She explained that she believes the Complainant's complaint or refusal to work with an interpreter were not necessarily because of an interpreter's lack of skills. She explained, for example, an interpreter once was assigned to interpret for the Complainant's classes and had interpreted for him for about a year at the College. As the interpreter also worked in the community as a freelance interpreter, the Complainant frequently requested specifically for the interpreter to interpret for him outside of the College. However, this interpreter interpreted for a conversation the Complainant had with the AARSC regarding inconsistencies in his timesheets. Subsequently, the Complainant began complaining about the interpreter finger-spelling words in his class and requested a different interpreter. She stated that he additionally expressed to her that he did not trust the interpreter because she knew a lot about him from her interpreting for him outside of the College. Consequently, she went to one of the Complainant's classes and observed the interpreter. She stated that she noticed that the Complainant refused to look at the interpreter when she was signing. Regardless, she assigned him a new team of interpreters, including paying for a freelance interpreter who did not work for the College.

The AARSC added that one of the Complainant's biggest complaints regarding interpreters is the fact that they finger-spelled words and that this indicated to him that they didn't know the signs for the words. She added that it is appropriate for an interpreter in the college setting to finger-spell words that are vocabulary for the particular class and that the interpreter and student typically work together on developing signs for these words.⁴ She added that the Complainant typically complained to her when he was enrolled in classes that were more difficult and were lecture based and had larger class related vocabulary for him to learn and memorize.

With respect to Interpreter1, she stated that the Complainant first complained about Interpreter1 on October 7, 2014. By then, Interpreter1 had worked with the Complainant for over a year without any complaints. She additionally explained that the Complainant's justification for a different interpreter was that he wanted a male CODA because he would be sensitive to the deaf culture and use more ASL. As a result, she suggested that the Complainant, the AARSC, and the interpreters for his classes meet to discuss style preferences and any other concerns he had with their interpreting, but the Complainant refused.

OCR interviewed Interpreter1 who acknowledged that the Complainant's earlier courses required less interpreting than the Fall 2014 courses. However, she explained that, although the Fall 2014 courses required more interpreting, the course subject materials were not more difficult to interpret. Rather the courses simply required more time interpreting, which was why she requested a team for the art class. She stated that the Complainant had never complained to her regarding the quality of her interpreting until the Fall 2014. She stated that he complained that she was not using ASL during the reading class. In response to the Complainant's complaints, she explained to him that she was signing English when a student was reading text from the book and that she had to sign English. She added that when there was discussion of the English text, she used ASL.⁵ However, she stated that the Complainant was unhappy with this approach. She additionally stated that the Complainant had never complained about Interpreter2

³ The Complainant does not dispute that he has refused to work with 6 of the interpreters the College has provided, including Interpreter1 and Interpreter2.

⁴ OCR notes the AARSC's description that it is appropriate for an interpreter to finger-spell vocabulary words and work with the student on signs for the vocabulary is standard and appropriate for the college setting.

⁵ OCR notes Interpreter1's description of her interpreting approach for the reading class is typical of interpreters interpreting for ASL users in classes that discuss/analyze the English language in the College setting.

to her in the past.

During the rebuttal, the Complainant explained that Interpreter1 was acceptable as an accommodation for his 3 previous classes as the amount of interpreting time was minimal because most of the class time was used for working on projects and the Basketball class did not require much from her. He stated, however, that Interpreter1 was not qualified for the 2 lecture classes in Fall 2014 because of the additional interpreting that was required. He additionally stated that he had not realized how unqualified Interpreter1 was until he challenged her to sign the text from a book. Additionally, he stated that he did not have a problem with the interpreters finger-spelling the vocabulary words for the classes. Rather, he had problems with the interpreters finger-spelling non-vocabulary words when there are ASL signs for the words which the interpreters did not use. This indicated to him that they did not possess the necessary sign vocabulary to interpret for him in ASL. Regarding the AARSC's request for a meeting with the Complainant and the 2 interpreters to discuss the issue, the Complainant stated that he did not refuse the meeting. He stated rather that he requested for a neutral interpreter to come interpret for him for the meeting and that the AARSC refused his request.

We first note that Title II and Section 504 do not have any certification requirements for interpreters. It is sufficient that the interpreter be qualified. Whether an interpreter is "qualified" for the purposes of Section 504 and Title II, the determination is made on a case-by-case basis. RID provides a framework for measuring and comparing interpreters' qualifications, but does not have the authority to determine whether an interpreter is qualified under Section 504 and Title II. AZDHH provides licenses for interpreters to work in Arizona. As with RID, AZDHH also does not have the authority to determine whether an interpreter is "qualified" for the purposes of Section 504 and Title II. Rather, AZDHH determines whether an interpreter is authorized to provide interpretation services in Arizona. Additionally, OCR does not have jurisdiction to determine whether an interpreter has the proper licensure to interpret for the Complainant. Consequently, the Complainant's complaint that Interpreter2 only has a provisional license in AZ and is only provisionally certified through RID is insufficient to find that Interpreter2 was unqualified to interpret for the Complainant within the meaning of Section 504 and Title II.

Additionally, we note that the College has a long history of providing the Complainant with interpreters, as well as replacing the interpreters with a new one when the Complainant complained of their effectiveness. We note, for the Fall 2014 semester, the College provided the Complainant with a highly skilled and licensed interpreter in Interpreter1 who had interpreted for the Complainant for two prior semesters without complaint. Additionally, the College provided the Complainant with Interpreter2 who possesses provisional licensures and who only interpreted for the Complainant when she teamed with Interpreter1. We note also that the Complainant did not complain to the AARSC that Interpreter1 and Interpreter2 were not providing him with effective communication until October 7, 2014, which was more than four weeks into the Fall 2014 semester. We note also that between October 7th and 14th the AARSC attempted to work with the Complainant to resolve his concerns. For example, the Complainant requested for an additional accommodation for his memory loss which the AARSC approved. The Complainant also requested for a CDI. Although the AARSC denied him this accommodation, the AARSC investigated its appropriateness for the Complainant immediately after the Complainant made the request. The Complainant also requested for a CODA as an interpreter because he believed a CODA would be more sensitive to his culture and use more ASL. As a result, the AARSC requested to schedule a meeting with the Complainant and the two interpreters to discuss the Complainant's concerns. Although the Complainant stated that he responded to the AARSC's request, there is no evidence of his response. Shortly thereafter, the Complainant withdrew from his classes and no longer attended the College.

We find that the College engaged the Complainant in the interactive process to address the Complainant's concerns and that there is insufficient evidence to find that the College failed to provide him with effective communication for his Fall 2014 classes.

Effective Communication – Disciplinary Hearing

The Complainant alleged the College failed to provide him with effective communication in the form of sign language interpreters for the November 13, 2014 disciplinary hearing. He explained that he requested for an ASL interpreter who was neutral (not from the Yuma, AZ area or works for the College) for the hearing. He stated that the College provided VRI interpretation instead of a live person at the hearing. Although he preferred a live person, he stated he was willing to give VRI a try. However, he stated that during the hearing numerous times the video was choppy or blurry and sometimes froze. He stated that despite these technical difficulties, the Dean of Campus Life (Dean), who was conducting the hearing, refused to reschedule the hearing and required the hearing to proceed.

The evidence demonstrates that the College was aware of the Complainant's request for a live in person interpreter from outside the Yuma, AZ community and attempted to arrange for the specific interpreter identified by the Complainant, who ultimately was unavailable for the hearing. As a result, the College moved forward with VRI for the hearing and notified the Complainant that VRI would be utilized. There is no evidence that the Complainant raised concerns about the use of VRI at the hearing, prior to the start of the hearing. In the College's data response, it acknowledged that the Complainant complained several times of "blurry" images on the video during the hearing. Additionally, the College stated that the Coordinator of Residential Life (Coordinator), who was sitting next to the Complainant during the hearing and could see the same video image as the Complainant, stated that the blurry spots "were primarily around the outside of the picture." Finally, in its data response, the College stated that the College's Senior Technology Coordinator (Technology Coordinator) stated, "There were some minor issues with choppy images but in my opinion it was not enough of an issue to have stopped the VRI session. The remote interpreter understood that there were some blurry issues and made it clear with the student that he would repeat anything that he did not understand."

OCR interviewed the Technology Coordinator who stated that, to his knowledge, it was the first time the College had set up and used VRI. He stated that there were some choppiness, blurriness, and issues with pixels. He added, however, that he did not feel it was enough to prevent the information from coming across. When pressed, he explained that it happened approximately 8 times during the hearing. He stated that sometimes it was on the hands, but that other times it was on the face. He explained that the Complainant complained anytime there was blurriness, even when it was in other areas, such as when there was blurriness on the edges or corner of the screen and on the interpreter's chest. He also stated that there were no issues with sounds during the connection.

OCR also interviewed the Coordinator of Residential Life, whose task at the hearing was to present the case and to represent the College in formal hearings regarding student conduct. She stated that she had a clear view of the video during the hearing. She acknowledged that the Complainant complained of the quality of the video and that he would ask to stop and repeat. She acknowledged that at one point she informed the Dean that the video image was bad. She stated that in her opinion it did not happen enough times that it was terrible and that anytime there was a little spot, even in the corner of the screen, the Complainant would say to stop. However, when pressed, she admitted that sometimes it was on the body or on the face. She stated that it was on the face maybe 5 times. She noted that the Complainant asked to stop at least a dozen times. She admitted it was not perfect and that she felt that with some patience on the Complainant's part it was effective and that they could have gotten through the hearing.

The Dean who conducted the hearing stated that the monitor was above her and that she did not observe any of the technical concerns. She stated that the College had satisfactorily tested the technology of which she participated in and she knew that proper etiquette with a deaf individual required her to look at the Complainant and not at the monitor. She added that she relied on others in the room to inform her of what was going on. She acknowledged that the Complainant kept stating that it was blurry. She additionally noted that the Complainant's mother asked for her to slow down to give the interpreter time to catch up. She added that she does not recall anyone telling her to stop, but she does recall needing to repeat something. She did state that she recalled the Coordinator of Residential Life telling her that it was blurry but that it was on the outside of the screen. She stated that she felt that the Complainant was being difficult and did not want to be held accountable for his conduct, but that she was willing to stay at the hearing for 5 hours if necessary.

During his rebuttal, the Complainant stated that it was blurry often, but did not give a number. He stated that he typically does not trust relying on VRI because of his experiences with video connections and that he would have preferred a live in-person interpreter from the Phoenix area for the hearing. He explained that he has used the campus Videophone (VP) often for his phone calls with the AARSC. He stated that typically the video quality is inferior during the morning and early parts of the afternoon when many people are using computers and the internet on campus, and that it is best in late afternoon.

OCR also interviewed the Complainant's mother who also was present at the hearing and could see the video. She stated that sometimes it was blurry and that it got stuck or froze. She added that approximately 20% of the time there was some form of blurriness on the video.

Thus, it is undisputed that the Complainant complained of the quality of the connection and that the video was blurry at times including on the interpreter's face, hands, and chest. The College acknowledged in its data response that there were blurry spots and choppy images. Both the Technology Coordinator and the Coordinator of Residential Life acknowledged that there were times when the blurriness occurred on the interpreter's hands or face. These interviewees acknowledged that, as a result of the blurriness, the Complainant asked to stop the hearing including repeating the information.

The College, as well as the interviewees, attempted to justify that the technical issues were not substantial or that the issues were insufficient to prevent the hearing from proceeding. OCR notes that the College's general attitude towards the Complainant regarding the accommodations at the hearing was that he was trying to be uncooperative and difficult. However, OCR notes that none of the College staff who were at the hearing were sign language users. Thus, they did not possess the expertise necessary to evaluate the impact the technical issues had on the Complainant. This lack of knowledge is portrayed in the interviewees' comments. For example, facial expressions are an essential part of ASL. However, the Technology Coordinator indicated that the video was fine when the blurriness was on the interpreter's face but not on the interpreter's hands.

OCR notes that the Title II and its regulation require the College to ensure that communications with an individual with a disability "are as effective as communications with others." 28 C.F.R. §35.160(a)(1) As a result, they require the College to provide auxiliary aids and services when necessary. However, the regulation clarifies what it means to ensure that the communication is "as effective as communication with others" when the College provides the auxiliary aid and service in the form of VRI. It states clearly at 28 C.F.R. §35.160(d)(1) that the connection "not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication."

OCR notes that the College failed to meet the requirements of 28 C.F.R. §35.160(d)(1) which clearly articulates the requirements for VRI in order to ensure that communications with an individual with a disability "are as effective as communications with others." This is sufficient to find that the College

failed to provide the Complainant with effective communication at the hearing. As a result, the College has voluntarily agreed to resolve the compliance concerns found in our investigation of this allegation in the attached Resolution Agreement. OCR will monitor the College's implementation of the Resolution Agreement until it is completed.

This concludes OCR's investigation of this complaint and should not be interpreted to address the College's compliance with any other regulatory provision or to address any issues other than those addressed in this letter. The Complainant may have a right to file a private suit in Federal court whether or not OCR finds a violation.

Please be advised that the College may not harass, coerce, intimidate, or discriminate against any individual because he or she has filed a complaint or participated in the complaint resolution process. If this happens, the Complainant may file another complaint alleging such treatment.

Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon request. In the event that OCR receives such a request, we will seek to protect, to the extent provided by law, personally identifiable information, which, if released, could reasonably be expected to constitute an unwarranted invasion of personal privacy.

This letter is a letter of findings issued by OCR to address an individual OCR case. Letters of findings contain fact-specific investigative findings and dispositions of individual cases. Letters of findings are not formal statements of OCR policy and they should not be relied upon, cited, or construed as such. OCR's formal policy statements are approved by a duly authorized OCR official and made available to the public.

If you have any questions, please contact XXX, Attorney Advisor and the primary contact for this case, at XXX-XXX-XXXX, or me at XXX-XXX-XXXX.

Sincerely,

/s/

Thomas M. Rock
Supervisory General Attorney
Denver Enforcement Office

cc: XXXX (DeConcini McDonald Yetwin & Lacy, P.C.)

Enclosure – Resolution Agreement