

## RESOLUTION AGREEMENT

### Disability Law Colorado Case Number 08-15-4004

- 1) The U. S. Department of Education, Office for Civil Rights (OCR), initiated the above-referenced investigation of Disability Law Colorado (the Center) pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504) and its implementing regulation at 34 C.F.R. Part 104. Specifically, the Complainant alleged that the Center failed to provide her with auxiliary aids and services, such as transcripts and succinct summaries of meetings, which she needed for effective communication due to her XXXX disabilities.
- 2) Prior to the completion of OCR's investigation, the Center agreed to resolve the issues of this investigation pursuant to Section 302 of OCR's Case Processing Manual (CPM). This resolution has been entered into voluntarily between the parties and does not constitute a finding or admission that the Center is not in compliance with Section 504 and/or its implementing regulation. Accordingly, to ensure compliance with Section 504 and its implementing regulation and to resolve the issues of this investigation, the Center voluntarily agrees to take the actions set forth below.

### Remedies and Reporting

- 3) Assurances of Effective Communication. The Center hereby reaffirms its commitment to provide timely and appropriate auxiliary aids and services to ensure that applicants and clients with disabilities have effective communication of the Center's programs, benefits, and services, except where doing so would impose an undue burden or create a fundamental alteration.
- 4) Undue Burden and Fundamental Alteration. For any auxiliary aid or service regarding which the Center asserts would impose an undue burden or fundamental alteration, such assertion may only be made by the Center's Executive Director or her designee who has budgetary authority after considering all resources available for use in the funding and operation of the service, program, or activity, and must be accompanied by a written statement of the reasons for reaching that conclusion, including the cost of meeting the requirement and the available funding and other resources. The written statement will be certified by the determining official (Executive Director or her designee who has budgetary authority). If such a determination is made, the Center will describe in the written statement how it will provide equally effective alternate access, *i.e.*, other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the same benefits or services provided by the Center as others.
- 5) Proposed Plan Regarding How to Ensure Effective Communication. By September 30, 2015, the Center will submit to OCR for its review and approval a full set of proposed policies and procedures to ensure that all persons with disabilities will receive appropriate auxiliary aids and services leading to effective communication, except where doing so would impose a fundamental alteration or undue burden. The policies and procedures will include provisions for how the Center will meet the needs of those with nonstandard requests for auxiliary aids and services, including those who need transcripts and summaries of conversations, and how people can file complaints if they believe they are not receiving timely and appropriate auxiliary aids and services.

- a) When fundamental alteration or undue burden defenses apply, the Plan will require the Center to provide equally effective alternative access. The Plan will require the Center, in providing equally effective alternate access, to take any actions that do not result in a fundamental alteration or undue financial and administrative burdens, but nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the same benefits or services as others. To provide equally effective alternate access, alternates are not required to produce the identical result or level of achievement for persons with and without disabilities, but must afford persons with disabilities equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement, in the most integrated setting appropriate to the person's needs.
- b) The Plan must include sufficient quality assurance procedures, backed by adequate personnel and financial resources for full implementation.
- c) The Plan will require the Center to establish and maintain a Log that reports any effective communication request made by a client or potential client that is out-of-the-ordinary or is denied by the Center. The Plan will describe examples of the types of requests that are to be considered "ordinary" and, as such, would not need to be logged unless denied. The Log documentation will include: the requested auxiliary aid or service, the Center staff member who received and responded to the request, and whether the request was honored, denied or modified. If the request was denied or modified, the Log will reflect if an alternative auxiliary aid or service was offered and whether the alternative was accepted. The Log will also reflect the same information regarding all complaints made to the Center regarding effective communication issues and how those complaints were resolved.
- d) Within thirty (30) days of receiving OCR's comments on the full set of proposed policies and procedures, the Center will meaningfully incorporate OCR's comments, officially adopt, and fully implement the amended policies and procedures.

5.1 Reporting: Within 45 days of receiving OCR's comments, the Center will submit to OCR the specific wording of the Plan's amended policies and procedures, evidence of their adoption and distribution, and a description of how they are being fully implemented. On a quarterly basis, for the life of the Agreement, the Center will provide OCR with a copy of the Log.

- 6) Alternate Format Materials. By September 30, 2015, and for the life of this Agreement, the Center will ensure all of its printed and posted client publications and forms are readily available in accessible formats, including large print. By that date, the Center will also post prominently on its website a notice for how people with disabilities may request alternate format materials, as needed.

6.1 Reporting: By September 30, 2015, the Center will report to OCR a list of all documents it has converted into accessible formats, including large print.

- 7) Training. On an ongoing basis, starting no later than 90 days from the date of this Agreement, the Center will deliver effective communication training to all appropriate personnel, including training on the Center's approved policies and procedures. Throughout the life of this Agreement, the

Center will provide the training to all covered employees upon hire or, for existing employees, at least annually.

7.1 Reporting: On a semi-annual basis, starting on October 1, 2015, the Center will submit to OCR documentation that it has delivered the required training. The documentation will include a list of invitees and attendees, including titles; a description of the delivered training content; and the presenters' credentials for giving such training.

8) Remedies for Complainant. The Center will issue a written letter to the Complainant inviting her to consider using Center services, if and when she has an issue falling within the Center's jurisdiction and mission. The invitation will specifically include a statement that the Center will provide her with timely transcription services and other requested auxiliary aids and services.

8.1 Reporting: Within 10 days of the effective date of this Agreement, the Center will provide to OCR for review and approval a draft of the offer letter. Within three (3) days of receiving OCR's comments, it will incorporate those comments and issue the letter to the Complainant.

### General

9) Monitoring. The Center understands that OCR will not close the monitoring of this Agreement until OCR determines that the Center has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. Part 104, which was at issue in this case.

10) Cooperation and Access. The Center also understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the Center understands that during the monitoring of this Agreement, if necessary, OCR may visit the Center, interview staff, and request such additional reports or data, as are necessary for OCR to determine whether the Center has fulfilled the terms of this Agreement and is in compliance with the regulation implementing Section 504, at 34 C.F.R. Part 104.

11) Enforcement. The Center 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 the Center written notice of the alleged breach and a minimum of sixty (60) calendar days to cure the alleged breach.

\_\_\_\_\_/s/\_\_\_\_\_  
For Disability Law Colorado

\_\_\_\_8/21/2015\_\_\_\_\_  
Date