

**Jefferson County School District  
Resolution Agreement  
OCR Docket #08-23-1212**

In order to resolve the allegations in Case No. 08-23-1212, filed against Jefferson County School District (District), the District voluntarily agrees to implement this Resolution Agreement (Agreement). This case was initiated pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131-12134, and its implementing regulation at 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability by recipients of Federal financial assistance and public entities, respectively.

During the course of OCR's investigation of the complaint, before OCR had made any findings, the District indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II. Pursuant to Section 302 of OCR's Case Processing Manual (CPM), a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, OCR believes that doing so is appropriate, and the remedies align with the allegations. The District's decision to enter into this Agreement is not an admission of liability or wrongdoing as to the allegations of discrimination in this complaint, nor shall it be construed as such.

The District will comply with the cited provisions of the 2010 ADA Standards for Accessible Design (2010 Standards), 36 CFR part 1191, App. B and D, when taking the actions required by this Agreement.

**RESOLUTION ACTION**

Columbine High School (School) comprises one large building with a main entrance for visitors to the School located on the east side of the building along S. Pierce St. The main entrance can be accessed one of two ways - either via a route that connects the entrance to an adjacent parking lot containing multiple accessible parking spaces, or via a pedestrian route connecting the entrance to the adjacent city street (S. Pierce St). Just across S. Pierce St., as well as along the southern boundary of campus, there are two large residential areas.

The District agrees to take the following actions at the School:

1. The District will review the route that connects the main entrance to the nearby public street and sidewalk (S. Pierce St.) and develop a written plan (Plan) identifying the modifications that are necessary to ensure the route is accessible to and useable by persons with mobility impairments in accordance with Section 504 and Title II and the 2010 Standards. The Plan will include a timetable for completion of all identified modifications. The Plan will be subject to OCR's review and approval.

At a minimum, the District will ensure the accessible route has a surface that is firm, stable, and slip resistant; has, in the absence of a ramp, no level changes in excess of ½ inch vertically; has a minimum clear width of 36 inches; has passing spaces at intervals of 200 feet maximum where the clear width is less than 60 inches; has a running slope of

less than 1:20 (5%) (or have been constructed as a fully accessible ramp); and has a cross slope of less than 1:48 (2%). See 2010 Standards §§ 206, 302, 303 and Chapter 4.

2. Upon OCR's approval of the Plan, the District will implement the Plan to ensure compliance with Section 504 and Title II as it relates to the route.

#### *REPORTING REQUIREMENTS:*

- a) By June 30, 2023, the District will submit the Plan to OCR for OCR's review and approval.
- b) Within ninety (90) days of OCR's approval of the Plan, and then every ninety (90) days thereafter, the District will provide OCR with progress reports regarding the implementation of the Plan, including the completion of any modifications, as applicable. The District's reports will include documentation satisfactory to OCR showing those actions. Such documentation will include, for example, detailed photographs or videos showing the relevant measurements of any alterations or renovations to the route, architectural plans, work orders, purchase orders, invoices, or proof of efforts to secure funding/assistance for renovations. The District will continue to provide OCR with progress reports until the Agreement has been fully implemented and any work to be done under the Agreement has been completely approved.
- c) Upon completion of all work in the Plan, the District will make the School available to OCR to conduct an onsite inspection to ensure the alterations are in compliance with the Agreement, if OCR opts to conduct such an inspection.

#### **GENERAL REQUIREMENTS**

The District 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 the Agreement. Further, the District understands that during the monitoring of this Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms and obligations of the Agreement.

The District also understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulation at 34 C.F.R. Part 104, and Title II of the Americans with Disabilities Act of 1990 (Title II), and its implementing regulation at 28 C.F.R. Part 35, which were at issue in this review. Upon the District's satisfaction of the commitments made under the Agreement, OCR will close the case.

The District understands and acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or applicable statute(s) and regulation(s).

Before initiating such proceedings, OCR will give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

The Agreement will become effective immediately upon the signature of the District's representative below.

**For the District:**

/S/

5/15/23

\_\_\_\_\_  
Superintendent of District or Superintendent's Designee

\_\_\_\_\_  
Date