

**SETTLEMENT AGREEMENT**  
**BETWEEN THE UNITED STATES OF AMERICA AND**  
**ST. VRAIN VALLEY SCHOOL DISTRICT**

**DJ 204-13-336**

**BACKGROUND**

1. This Settlement Agreement ("Agreement") is entered into among the United States Department of Justice ("Department" or "United States") and the St. Vrain Valley School District ("SVVSD") (collectively, the "Parties"). The Parties are committed to ensuring that SVVSD provides qualified individuals with disabilities with appropriate auxiliary aids and services to ensure that they have an equal opportunity to participate in and enjoy the benefits of SVVSD's services, programs, and activities.
2. The Department received a complaint from a parent of a minor child who attended an SVVSD middle school. The parent, who is deaf, alleges that on two occasions he was called to his child's school for meetings relating to discipline against his child where a School Resource Officer ("SRO") employed by the Longmont Police Department ("LPD") was involved. He alleges that the principal of his child's middle school was also involved in these meetings, and that the SRO and principal attempted to engage in detailed conversations with him concerning school discipline and criminal charges against his son, but that he was not provided with effective communication, despite requesting a sign language interpreter on both occasions.
3. The United States Attorney's Office, under the authority of the United States Department of Justice (the "Department"), is authorized under the ADA to investigate this complaint to determine compliance with Title II of the ADA and Title II's implementing regulation, 28 C.F.R. § 35.190(e), and to resolve the matter by informal resolution, such as through the terms of this Agreement. 28 C.F.R. § 35.172(c). If informal resolution is not achieved, the Department is authorized to issue findings and, where appropriate, to negotiate and secure voluntary compliance agreements. 28 C.F.R. pt. 35, Subpart F. Additionally, the United States Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.
4. The ADA applies to SVVSD because it is a "public entity" pursuant to Title II of the ADA, 42 U.S.C. § 12131. Title II of the ADA prohibits discrimination against qualified individuals with disabilities on the basis of disability in the "services, programs, or activities of a public entity." 42 U.S.C. § 12132.
5. In consideration of the terms of this Agreement, the Department agrees to refrain from undertaking further investigation or from filing a civil action, except as provided in paragraph 20 entitled "Notification of Noncompliance and Enforcement" below.

## TERMS AND CONDITIONS

6. **Nondiscrimination.** SVVSD and its employees, agents, and all other persons in active concert or participation with them, including through contractual, licensing, or other arrangements, shall not exclude any qualified individual with a disability, on the basis of disability, from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any public entity. 28 CFR § 35.130(a).
7. **Effective Communication.** SVVSD shall take appropriate steps to ensure that communications with individuals who are deaf or hard of hearing are as effective as communications with others so that they may participate in or benefit from the services, programs, and activities of SVVSD on an equal basis in accordance with 28 C.F.R. § 35.160.
8. **Provision of Appropriate Auxiliary Aids and Services .** SVVSD will ensure that appropriate auxiliary aids and services, including qualified sign-language interpreters, are made available to individuals who are deaf or hard of hearing when such aids and services are necessary to ensure effective communication. 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 necessary. 28 C.F.R. § 35.160.
9. **Primary Consideration.** In determining what type of auxiliary aid or service is necessary to comply with the ADA and this Agreement, SVVSD agrees to give primary consideration to the expressed preference for a particular auxiliary aid or service by an individual who is deaf or hard of hearing. "Primary consideration" means that Personnel will inquire as to the choice of auxiliary aid or service of the Individual who is deaf or hard of hearing and will honor the expressed choice unless SVVSD can demonstrate that another equally effective means of communicating is available. 28 CFR § 35.160(b)(2).
10. **Provision of Qualified Interpreters.** SVVSD will maintain contracts and working relationships with at least two qualified interpreter agencies and ensure that this information is available to all school staff and employees. SVVSD shall provide the Department with documentation that such interpreter services are under contract, are available, and have qualified interpreters within thirty (30) days of the Effective Date.
11. **Use of Other Members of the Public to Facilitate Communication.**
  - a. SVVSD shall not rely on any student or minor child to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no qualified interpreter available.
  - b. SVVSD shall not require an individual who is deaf or hard of hearing to bring

another person to interpret for him or her.

12. **ADA Auxiliary Aids and Services Policy.** Within 60 days of the Effective Date of this Agreement, SVVSD will submit an Auxiliary Aids and Services Policy ("AAS Policy") for the approval of the United States that includes the non-discrimination provisions in paragraphs 1-11, above, and the policies and procedures SVVSD has adopted in order to comply with those provisions. The AAS Policy should include the name and contact information for designated district-level staff responsible for receiving, evaluating, and implementing requests for auxiliary aids and services.
13. **Grievance Procedures.** Within 60 days of the Effective Date, SVVSD will submit grievance procedures for review and approval by the Department that provide for prompt and equitable resolution of complaints related to effective communication and other allegations of ADA violations.
14. **Publication and Dissemination of AAS Policy and Grievance Procedures.** Within 30 days of the United States' final approval of the AAS Policy and Grievance Procedures, SVVSD shall: (1) incorporate the AAS Policy and Grievance Procedures into the St. Vrain Valley School District Board of Education's Nondiscrimination/Equal Opportunity policies; (2) incorporate the AAS Policy and Grievance Procedures into any policies or handbooks distributed or otherwise made available to SVVSD families by SVVSD; (3) send an email to all SVVSD families publicizing the SVVSD AAS Policy and Grievance Procedures; and (4) post a copy of the AAS Policy and Grievance Procedures on its website with a link that is easy for the public to find, in a format accessible to individuals with disabilities.
15. **Retaliation and Coercion.** SVVSD will not discriminate against an individual because that individual has opposed any act or practice made unlawful by Title II of the ADA or this Agreement, or because the individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under Title II of the ADA or this Agreement. SVVSD will not coerce, intimidate, threaten, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any individual in the exercise or enjoyment of, any right granted or protected by Title II of the ADA or this Agreement. *See* 28 C.F.R. § 35.134.
16. **ADA Coordinator.** SVVSD has designated an ADA Coordinator, who will serve as the primary point of contact for SVVSD's efforts to comply with and carry out its responsibilities relating to the ADA and effective communication under this Agreement. The ADA Coordinator's duties shall include, but not be limited to:
  - a. Overseeing requests from schools for auxiliary aids and services.
  - b. Coordinating and ensuring that all training required under this Agreement is completed in compliance with the terms of the Agreement.
  - c. Maintaining the Auxiliary Aid and Service Log described in paragraph 18.

- d. Serving as the point of contact for complaints made in conjunction with Grievance Procedures set forth in paragraph 13, and preserving and maintaining all records relating to each complaint.

**17. Effective Communication Training.**

- a. SVVSD shall provide a live (not pre-recorded) educational training program regarding its obligations to provide effective communication and appropriate auxiliary aids and services, this Agreement, and the AAS Policy, to all SVVSD "central office" or "district-level" employees involved with special education services or Section 504, and school staff at Trail Ridge Middle School.
- b. The training shall include detailed information regarding how to assess: (1) effective means of communication for individuals with disabilities, whether written, verbal, through sign language, or otherwise, and (2) the nature, length, and complexity of communication or anticipated communication.
- c. Within sixty (60) days of the Effective Date, SVVSD will submit the identity of the trainer and all materials to the United States for its review and approval. Within sixty (60) days after the United States' approval, this training shall be provided to all employees specified in paragraph 17(a). Pursuant to its reporting obligations under this Agreement, SVVSD will send the United States reasonable proof that each training has occurred and that all required individuals have received it.
- d. All employees specified in paragraph 17(a) shall repeat the training prior to the start of SY 2022-23.
- e. Within 30 days of attending the training described in paragraph 17(a), school administrators shall disseminate the AAS Policy and discuss its contents with all employees and contractors working at their respective schools. School administrators shall confirm that they fulfilled the requirements of this paragraph with the ADA Coordinator.

- 18. Auxiliary Aid and Service Log.** The ADA Coordinator will maintain a log in which requests for auxiliary aids and services will be documented. The log will track requests for auxiliary aids and services requested of and provided by SVVSD. A copy of this log shall be provided to the United States every six months during the term of the Agreement.

**MONETARY RELIEF**

- 19.** SVVSD shall pay complainant \$3,000 in compensatory damages within 14 days of the Effective Date. Monetary relief shall be paid by check and sent to Zeyen Wu, U.S. Attorney's Office, 1801 California Street, Suite 1600, Denver, CO 80202.

## IMPLEMENTATION AND ENFORCEMENT

20. **Notification of Noncompliance and Enforcement.** The United States may review compliance with this Agreement at any time and can enforce this Agreement if the United States believes that it or any requirement thereof has been violated by instituting a civil action in the U.S. District Court for the District of Colorado. If the United States believes that this Agreement or any portion of it has been violated, it will raise its claim(s) in writing with SVVSD, and the Parties will attempt to resolve the concern(s) in good faith. The United States will allow SVVSD at least thirty (30) days from the date it notifies SVVSD of any breach of this Agreement to cure said breach, prior to instituting any court action to enforce the ADA or the terms of the Agreement.
21. **Lack of Waiver.** A failure by the United States to enforce any provision or deadline of this Agreement will not be construed as a waiver of the United States' right to enforce such provisions or deadlines of the Agreement.
22. **Term of Agreement.** This Agreement will remain in effect for two years from the Effective Date.
23. **Voluntary Agreement.** Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.
24. **Agents and Representatives.** This Agreement is final and binding on the Parties, including all principals, agents, executors, administrators, representatives, beneficiaries, assigns, and legal representatives thereof.
25. **Signatories Bind Parties.** The person signing for each Party represents that they are authorized to bind their respective Parties to this Agreement.
26. **Effective Date.** This Agreement is effective on the date of the last signatory to the Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.
27. **Public Document.** A copy of this Agreement may be made available to any person upon request, and the United States may disclose this Agreement and information about this Agreement to the public.
28. **Parameters of Agreement.** This Agreement does not purport to remedy any other potential violations of the ADA or any other federal law not specifically referenced herein. This Agreement does not affect SVVSD's continuing responsibility to comply with all aspects of the ADA.
29. **Severability.** If any term of this Agreement is determined by any court of competent jurisdiction to be unenforceable, the other terms shall nonetheless remain in full force and effect; provided, however, that if the severance of any such provision materially alters the rights or obligations of the Parties, they shall engage in good faith

negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the Parties' rights and obligations as closely as possible to those initially agreed upon.

30. **Prior Drafts and Communications.** The Parties agree that prior drafts of this Agreement, along with prior contemporaneous communications between them leading or pertaining to the crafting and finalization of the Agreement, whether oral, written, or electronic, are and shall remain subject to Federal Rule of Evidence 408. Where such documents may be subject to a Freedom of Information Act request to the Department, the Department will assert all appropriate exemptions.
31. **Communications to the Parties.** Any notifications or communications required or permitted to be given to any Party under this Agreement shall be given by e-mail to the U.S. Attorney's Office at [zeyen.wu@usdoj.gov](mailto:zeyen.wu@usdoj.gov), and to SVVSD at \_\_\_\_.

Dated: 7/21/2022

COLE FINEGAN  
United States Attorney

/s/

---

Zeyen J. Wu  
Assistant United States Attorney  
United States Attorney's Office for the District  
of Colorado  
1801 California Street, Suite 1600  
Denver, CO 80202

*Attorneys for United States*

Dated: 7/20/2022



---

Dr. Don Haddad, Superintendent St. Vrain  
Valley School District



---

Timothy O'Neill, General Counsel St. Vrain  
Valley School District