

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
PUERTO RICO DEPARTMENT OF EDUCATION
DEPARTMENT OF JUSTICE COMPLAINT NUMBER 205-65-7**

I. THE PARTIES

1. The parties to this Settlement Agreement ("Agreement") are the United States of America ("United States") and the Puerto Rico Department of Education ("DOE").

2. The United States Department of Justice ("Department") is the federal agency responsible for administering and enforcing Title I of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 et seq.

3. The DOE is a "person" within the meaning of §101(7) of the ADA, 42 U.S.C. §12111(7), and an "employer" within the meaning of §101(5) of the ADA, 42 U.S.C. §12111(5).

II. JURISDICTION AND BACKGROUND

4. This matter was initiated by a charge of discrimination filed with the Equal Employment Opportunity Commission ("EEOC") by _____ against the DOE (EEOC Charge No. _____). _____, alleged that he was discriminated against on the basis of disability in violation of Title I the ADA.

5. The EEOC investigated the charge of discrimination filed by _____ and concluded that there was reasonable cause to believe that the DOE violated the ADA by failing or refusing to accommodate _____'s requests for accommodation.

6. The EEOC attempted to negotiate a conciliation agreement between the DOE and _____. After conciliation efforts failed, the EEOC referred this matter to the Department of Justice ("Department") for possible litigation.

7. _____ is legally blind. He has no vision in one eye and is able to see only shadows with the other eye. The parties agree that _____ is an individual with a disability within the meaning of Title I of the ADA, 42 U.S.C. §12102(2) and 29 C.F.R. §1630.2(g).

8. The DOE denies that it discriminated against _____ in violation of the ADA.

9. In order to resolve this matter without engaging in litigation, the parties have agreed to settle this matter according to the terms set forth below. This Agreement shall not be construed as an admission of liability by the DOE.

III. TERMS OF AGREEMENT

10. The DOE agrees not to discriminate against any employee or applicant for employment on the basis of disability, in violation of Title I of the ADA, including failing to provide reasonable accommodations.

11. The DOE shall provide reasonable accommodations to qualified employees with disabilities who need accommodations in order to perform their jobs. An accommodation request may be denied when no accommodation can be provided that is reasonable for the DOE, after the DOE engages in an interactive process with the employee to evaluate all possible reasonable accommodations, including reassignment.

12. The DOE agrees to provide appropriate training regarding the requirements of Title I of the ADA to all individuals who are authorized to receive and consider requests for reasonable accommodation.

13. Within thirty (30) days of the effective date of this Agreement, the DOE will provide or continue to provide with the following accommodations at the

a. A reader/assistant for four (4) hours each week to help prepare documents, reports and other job duties. The DOE shall establish a regular weekly schedule setting forth the days and times of assistance. The DOE shall consult with to establish a schedule that will enable him to complete his job duties in a timely manner. During the scheduled time periods of assistance, the assistant shall have exclusive responsibility for assisting and shall not perform any other job duties;

b. JAWS 6.1 software;

c. OpenBook 7.0 or 7.02 software;

d. A laptop computer that is compatible with JAWS and OpenBook software; and

e. A scanner that is compatible with the above mentioned computer and software programs.

14. The DOE agrees to continue to provide reasonable accommodation to during the course of his employment with the DOE. shall not be required to reapply for reasonable accommodation from year to year, unless his needs for reasonable accommodation change. Should 's needs for reasonable accommodation change over time, shall notify the DOE of any additional

requests for accommodation. The DOE shall promptly consider such requests for accommodation in accordance with the provisions of paragraph 11, supra.

15. Within 120 days of the effective date of this Agreement, and every twelve (12) months thereafter until the expiration of this Agreement, the DOE shall file a report with the Department reporting on its compliance with the actions described in paragraphs 12 and 13, above.

16. The report shall include the dates of the training, the names and job positions of the attendees, and the subjects covered in the training. The report shall be sent by fax or overnight mail to the following:

Anat Ehrlich, Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
1425 New York Avenue, N.W.
Washington, D.C. 20005
Attn: Anat Ehrlich

17. In consideration of the terms of this Agreement, the Department closes Complaint No. except as provided in Section IV of this Agreement.

IV. IMPLEMENTATION AND ENFORCEMENT

18. The Department may review compliance with this Agreement at any time and may enforce this Agreement if the United States believes that it or any requirement thereof has been violated. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concern(s) with the DOE and the parties will attempt to resolve the concern(s) in good faith. The United States will give the DOE thirty (30) days from the date it notifies the DOE of any breach of this Agreement to cure that breach, prior to instituting any court action. If the parties are unable to reach a satisfactory resolution within that time frame, the United States may bring a civil action for appropriate relief in federal district court.

19. Failure by the United States to enforce this entire Settlement Agreement or any provision thereof with regard to any deadline or any other provision herein shall not be construed as a waiver of the United States' right to enforce other deadlines and provisions of this Settlement Agreement.

20. The Attorney General is authorized, by Section 107(a) of Title I, 42 U.S.C. §12117(a), to institute a civil action against a state or local government employer when the EEOC has determined that there is reasonable cause to believe that a charge of employment discrimination is true, and the EEOC has been unable to obtain an acceptable conciliation agreement. These preconditions exist as to the EEOC charge listed in paragraph 4, above. In consideration of the promises made in paragraphs 10-15, above, the United States shall not

institute any civil action alleging employment discrimination on the basis of the EEOC charge set forth in paragraph 4, above.

D. MISCELLANEOUS

21. This Settlement Agreement constitutes the entire agreement between the parties, and no other statement, promise, or agreement, either written or oral, made by any of the parties or agents of any of the parties, that is not contained in this written Settlement Agreement, shall be enforceable regarding the matters raised herein.

22. This Settlement Agreement is a complete and final disposition of all issues raised by the EEOC charge set forth in paragraph 4, above. This Settlement Agreement does not affect the DOE's continuing responsibility to comply with Title I of the ADA.

23. This Settlement Agreement shall be in full force and effect for a period of three (3) years after the effective date of the Settlement Agreement. The effective date of this Settlement Agreement shall be the date of the last signature below.

24. If any term of this Settlement Agreement is determined by any court to be unenforceable, the other terms of this Settlement Agreement 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, the United States and the DOE shall engage in good faith negotiations in order to adopt mutually agreeable amendments to this Settlement Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

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25. The DOE agrees not to retaliate against or coerce in any way any individual who is trying to exercise his or her rights under this Settlement Agreement or Title I of the ADA.

Agreed and consented to:

FOR THE UNITED STATES OF AMERICA:

WAN J. KIM
Assistant Attorney General

BY: 

JOHN L. WODATCH, Chief
ALLISON NICHOL, Deputy Chief
ANAT EHRLICH, Senior Trial Attorney
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Avenue NW
Washington, DC 20530
(202) 616-9614

Date: _

FOR THE PUERTO RICO DEPARTMENT OF
EDUCATION:

CARMEN D. ROSARIO
Assistant Secretary of Human Resources

BY: 

CARMEN D. ROSARIO, signing for the Puerto Rico
Department of Education, represents that she is
authorized to bind it to this Agreement.

Date: