

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. 00-Z-981

BRADLEY J. TAYLOR, JULIE REISKIN,  
DEBBIE L. LANE, CARRIE ANN LUCAS,  
NATALIE R. ORRELL, and the COLORADO  
CROSS-DISABILITY COALITION,

Plaintiffs,

v.

REGIONAL TRANSPORTATION DISTRICT,  
a political subdivision of the State of Colorado,

Defendant.

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**CONSENT DECREE**

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**1 Introduction**

- 1.1 This Consent Decree is entered into by and between the Regional Transportation District (“RTD”), on the one hand, and Bradley J. Taylor (“Taylor”), Julie Reiskin (“Reiskin”), Debbie L. Lane (“Lane”), Carrie Ann Lucas (“Lucas”), Natalie R. Orrell (“Orrell”) and the Colorado Cross-Disability Coalition (“CCDC”) (collectively “Plaintiffs”), on the other.
- 1.2 RTD is a political subdivision of the State of Colorado and operates a fixed route transit system in the Denver/Boulder metropolitan area of Colorado.
- 1.3 Taylor, Reiskin, Lane and Lucas each uses a wheelchair for mobility, and Orrell is blind. Each of these individuals has used, or has attempted to use, RTD’s fixed route system in the two years prior to the filing of this action. CCDC is a nonprofit, statewide corporation whose members are persons with disabilities and their nondisabled allies. CCDC members and employees with disabilities have used, or have attempted to use, RTD’s fixed route system in the two years prior to the filing of this action.

- 1.4 The Plaintiffs have brought suit in the United States District Court for the District of Colorado, Civil Action No. 00-Z-981 (the “Lawsuit”), in which they allege that RTD violated Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. § 12131, et seq., the anti-retaliation and anti-coercion provisions of the ADA, 42 U.S.C. § 12203, and the Rehabilitation Act, 29 U.S.C. § 701, et seq.
- 1.5 The parties now wish to effect a complete resolution and settlement of all claims, disputes and controversies relating to the allegations made by Plaintiffs and to resolve their differences and disputes by settling the Lawsuit.

## 2 Definitions

In addition to the terms defined elsewhere in the Consent Decree, the following terms shall have the meanings set forth below.

- 2.1 “Accessibility device” means any device that is intended uniquely to assist riders with disabilities, including, without limitation, lifts, securement systems, and automated bus stop and route announcement systems. The term “accessibility device” also includes public announcement (“PA”) systems on buses.
- 2.2 “Alternative transportation” means provision of wheelchair-accessible transportation to riders with disabilities.
- 2.3 “Common wheelchair” means a wheelchair that does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied.
- 2.4 “Contractor” or “Contractors” means those third parties that operate buses on a fixed route for RTD pursuant to a contractual or other arrangement with RTD, whether or not the buses so operated are owned by or consigned to the third party.
- 2.5 “Denver disability organizations” means organizations comprised of, serving or advocating for persons with disabilities in the Denver metropolitan area.
- 2.6 “Faulty” means an accessibility device that is not functioning properly in a manner that does not prevent transportation of persons with disabilities.
- 2.7 “Fixed route system” means a system of providing designated public transportation on which a vehicle is operated along a prescribed route according to a fixed schedule.

- 2.8 “Improper operator conduct” means improper use of an accessibility device by an operator, operator conduct that violates the provisions of this Consent Decree, operator conduct that violates any RTD policy that relates to the provision of transportation to riders with disabilities, and/or operator conduct that violates parts 37 and/or 38 of Title 49 of the Code of Federal Regulations.
- 2.9 “Inoperable” or “inoperative” means an accessibility device that is not functioning properly in a manner that prevents transportation of persons with disabilities.
- 2.10 “Lift” or “Lifts” means a device or devices designed to board and disembark riders in wheelchairs from a bus, including, without limitation, ramps and devices that raise and lower wheelchairs to permit boarding and disembarking from a bus.
- 2.11 “Report Failure” means an operator’s refusal to transport a rider with a disability based on an allegedly inoperative accessibility device where such inoperative device was not reported to RTD by the operator.
- 2.12 “‘Secure Here’ stickers” means stickers that a rider places on his or her wheelchair to indicate where the wheelchair should be secured.
- 2.13 “Securement devices” means the devices used to secure wheelchairs and/or their users in the securement locations on the buses as provided in 49 C.F.R. § 38.23(d).
- 2.14 “Securement system” means the collective securement devices on a bus operated on RTD’s fixed route system.
- 2.15 “Service status” means whether a bus was used on a fixed route during a designated period of time.
- 2.16 “Stokes Straps” means mesh straps that remain on a wheelchair and provide a ready-made loop to which a securement device may be attached.
- 2.17 “Transfer point” means any intersection or bus stop where a passenger can get off and transfer to another bus route, rail line or other form of transportation.
- 2.18 “Wheelchair” means a mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered.

### 3 **Computer system**

- 3.1 RTD will develop and implement a computerized system to track the following information obtained from driver defect forms, customer complaints, daily dispatch logs, “back door” checks, ride check monitor reports, maintenance and repair records, and other relevant documents:
  - 3.1.1 Inoperable and faulty lifts (reported by customers, ride check monitors, RTD employees, contractor employees, or by any other source) by bus number, operator number, route number, block number, location, and, if RTD maintenance personnel inspect and/or repair the lift, the date(s) of the repair(s) and/or inspection(s);
  - 3.1.2 Complaints about the use or functioning of securement systems (reported by customers, ride check monitors, RTD employees, contractor employees, or by any other source) by bus number, operator number, route number, block number, location, and, if RTD maintenance personnel inspect and/or repair the securement system, the date(s) of the repair(s) and/or inspection(s);
  - 3.1.3 Improper operator conduct (reported by customers, ride check monitors, or by any other source) by bus number, operator number, route number, block number, location, and, if the improper operator conduct results in disciplinary actions and/or training, the date(s) of the disciplinary actions and/or training; and
  - 3.1.4 The daily service status of each bus.

### 4 **Lifts.**

- 4.1 Before a bus leaves a garage to operate on a fixed route, the operator will cycle the lift to ensure that it is operational. Each operator will fill out an entry in the DOT book verifying that the lift was cycled and that the lift worked.
- 4.2 Supervisors will monitor the cycling of lifts before buses leave the garage.
- 4.3 If a lift is inoperative on three occasions in any six-week period, RTD will intensify its investigation into the cause of the inoperative lift. If the lift is inoperative on three subsequent occasions within the next six-week period, the lift will be replaced.

- 4.4 When, in any six-week period, an operator on more than two occasions reports that a lift is faulty or inoperative when it is later shown to be working, (1) a supervisor or instructor will retrain the operator on operation of lifts within one week of the second reported broken lift, and (2) two unannounced monitoring tests (in accord with Paragraph 11 and its subparts) of the operator will be conducted within two weeks of retraining.
- 4.5 To help identify operators who are not reporting inoperative accessibility devices and operators who claim that accessibility devices are inoperative when they are in fact operational, RTD will compare all customer reports of inoperative accessibility devices with driver defect forms and dispatch logs to determine if a Report Failure has occurred. This comparison will occur within two weeks of receipt of a customer report of an inoperative accessibility device.
- 4.6 When a Report Failure is discovered, RTD will retain the video and audio recording of the bus for the date and time specified by the customer, and a supervisor will discuss the incident with the operator within one week of the date on which the Report Failure was discovered. If a second Report Failure occurs within two months after the operator is addressed, the operator will be disciplined, and the notice of discipline and other disciplinary formalities will comply with the timing requirements of RTD's collective bargaining agreement with its operators.
- 4.7 If an operator tells a rider who uses a wheelchair that a lift is inoperative, the operator will attempt to work the lift if requested to do so by the rider.

## **5 Service Violations**

RTD will use buses with inoperative lifts only on the day that the inoperative lift is discovered and only for short pieces of work when no bus with a working lift is available. RTD will make every effort to use buses with inoperative lifts on routes that are not used by wheelchair users, or on routes with the most frequent bus service. Under no circumstances will RTD put a bus with an inoperative lift into service on any day subsequent to the day that the inoperative lift is discovered unless such lift has been repaired.

RTD will repair any inoperative accessibility device as promptly as possible.

## **6 Alternative Transportation**

- 6.1 When a rider using a wheelchair cannot board a bus because of an inoperative accessibility device, because the bus is too full to allow a rider using a wheelchair

on the bus, because all securement locations are occupied, or because the bus does not have a lift, and either the next bus is not scheduled to arrive for more than 30 minutes or, because the next bus is delayed, it will not actually arrive for more than 30 minutes, RTD will provide the rider with alternative transportation.

- 6.2 Anytime a bus operator cannot board a rider in a wheelchair because of the situations described in Paragraph 6.1, RTD will record the date, time, route and stop, the time that the next bus is due, whether alternative transportation was provided, and, if so, when the alternative transportation arrived to transport the rider.
- 6.3 When the alternative transportation requirements of Paragraph 6.1 are triggered at a time at which RTD's Night Stop program is in effect, the operator of such bus will offer to wait until the operator can inform the rider using a wheelchair how and when the alternative transportation will be provided. Upon request by the rider using a wheelchair, RTD will attempt to have one of its employees wait with such rider.
- 6.4 In the event an operator is not picking up riders and is only dropping them off, the Head Sign on the front of the bus will state "Drop Off Only" (or comparable language).
- 6.5 If the bus is not full, but the securement locations are full, the bus will stop at bus stops and inform any riders using wheelchairs waiting at those bus stops of the situation.

## **7 Securement**

- 7.1 RTD will permit riders who use wheelchairs to choose whether they want to be secured. RTD will not refuse transportation on the ground that the rider elects to ride unsecured.
- 7.2 RTD will provide free "Secure Here" stickers to riders using wheelchairs who request such stickers. RTD will also provide, free of charge, one set of Stokes Straps to riders using wheelchairs who request such Straps. Additional sets of Stokes Straps will be provided at cost to riders using wheelchairs who request such Straps.
- 7.3 When a rider in a wheelchair is boarding the bus, the operator will ask whether the rider wants to be secured. If a rider states that he or she does not want to be secured, the operator will respect that decision without question or comment.

- 7.4 If a rider using a wheelchair indicates a preference for being secured, the operator will secure the wheelchair as indicated by the “Secure Here” stickers, by the Stokes straps, or as otherwise directed by the rider, unless the rider wishes to secure his or her wheelchair.
- 7.5 Under no circumstances will operators attempt to secure wheelchairs around joysticks, footrests, or armrests. This will be part of the retraining discussed below.
- 7.6 RTD cannot require securement by straps that are broken or otherwise unusable and cannot refuse transportation because the straps are missing or broken or are unusable.
- 7.7 Operators cannot dictate where in the securement area people in wheelchairs sit (e.g., operators cannot require riders in wheelchairs to sit in the far back of the securement area).
- 7.8 Operators will allow riders to secure and unsecure themselves if the riders so desire.
- 7.9 Buses operating on the 16th Street Mall will permit as many riders in wheelchairs to board as will fit on the bus.
- 7.10 Light rail operators will permit as many riders in wheelchairs to board as will fit on the train. When there are large crowds, operators shall assist with arranging the area so that people with strollers, canes, etc. can move back to make room, rather than refuse to allow wheelchair users to board.
- 7.11 When riders who do not use wheelchairs are permitted to board light rail cars while the operator is on break, the operator must open the doors to the accessible car with the ramp extended so that riders who use wheelchairs can board.

## **8 Operator Issues**

- 8.1 Operator discipline will be carried out in a manner and degree sufficient to enforce the provisions of this Consent Decree and/or parts 37 and/or 38 of Title 49 of the Code of Federal Regulations.
- 8.2 All disciplinary measures taken against operators based on improper operator conduct will be documented, and such documentation will include the operator

number of the operator receiving the discipline, the name of the person administering the discipline, the date and nature of the improper conduct, the type of discipline administered, and the date on which the discipline was administered.

- 8.3 By March 1, 2003, RTD will order, for all fixed-route buses, fareboxes that are capable of creating a printout containing the name of the current operator of the bus, the bus number, and the date and time. This information will be provided on transfers and upon request by a rider.
- 8.4 If the technology necessary for the fareboxes identified in Paragraph 8.3 does not exist as of March 1, 2003, then, in lieu of installing such fareboxes, RTD will place cards in each fixed-route bus with the bus number typed on the card. Bus passengers can take these cards to identify which bus they were on. When the technology necessary for the fareboxes identified in Paragraph 8.3 becomes available, RTD will order such fareboxes for all fixed-route buses.
- 8.5 The telephone number for complaints will be posted on the inside of buses in Spanish and English. This information also will be contained in Braille on reader cards in each bus.
- 8.6 RTD will post on every bus one of a series of signs -- to be developed by RTD and Plaintiffs -- concerning federal regulations governing disability-related issues, including, for example, signs concerning prohibition on pass-bys and securement regulations.
- 8.7 Operators will be prohibited from complaining to other riders about boarding or transporting riders with disabilities.
- 8.8 Where two complaints against an operator concerning improper operator conduct are received in any one-year period, two unannounced monitoring tests of the operator will be conducted. The first of these tests will be conducted within two weeks of the second complaint, and the second test will be conducted more than four weeks, but less than twelve weeks, after the second complaint. These monitoring tests will, to the extent possible, track the issue(s) raised by the complaints. For example, if the complaints concern securement, the monitoring tests will be conducted to replicate the same securement issues.
- 8.9 Operators will be required to announce all transfer points, other major intersections and destination points, and any stop on request of an individual with a disability. Within thirty (30) days of the entry of this Consent Decree, RTD will provide Plaintiffs' counsel with documentation sufficient to identify all transfer

points.

- 8.10 Operators will use the public address system when announcing stops, and that system will be checked to ensure that it is working before the bus leaves the garage.
- 8.11 Operators, or a recording, will identify the route to riders waiting at bus stops, as well as to riders with guide dogs or canes waiting near the bus stops.
- 8.12 Bus numbers will be posted in Braille on the inside of buses in an area that is easily reached by riders as they board or disembark from buses.

## **9 Training**

RTD operators and other personnel will be trained in the technical and attitudinal issues relating to serving bus riders with disabilities. This will include at least:

- 9.1 Immediate mandatory retraining concerning the requirements set forth in this Consent Decree as well as refresher training for all operators every two years;
- 9.2 Each operator will be required to sign a statement verifying retraining, and these statements will be retained in a separate file for inspection by Plaintiffs;
- 9.3 All training provided pursuant to this Consent Decree will be documented, and such documentation will include the operator number of the operator receiving the training, the name of the person providing the training, the matters covered by the training, and the date on which the training occurred;
- 9.4 A paid CCDC representative will be involved in the training process;
- 9.5 Retraining required by Paragraph 9.1 will cover all aspects of this Consent Decree including, without limitation, allowing people to drive forward onto lifts, operators' attitudes and the prohibition on complaining to other riders about persons with disabilities, how to address bus riders who use wheelchairs (for example, that it is inappropriate to call a rider who uses a wheelchair a "chair" instead of addressing the rider), securement, allowing service animals to accompany an individual with a disability into a vehicle, lifts, and refraining from retaliating against an individual with a disability for protected activity;
- 9.6 RTD will develop a pamphlet concerning disability-related issues (to be reviewed by CCDC) and place copies of it on all buses for use by operators;

- 9.7 RTD will modify its Trailblazer so that it is consistent with the requirements of this Consent Decree and/or parts 37 and/or 38 of Title 49 of the Code of Federal Regulations (Plaintiffs will provide RTD with their comments concerning the Trailblazer within 30 days after the date of the entry of this Consent Decree); and
- 9.8 Upon request, and if available, bus video and audio recordings concerning alleged improper operator conduct will be preserved by RTD and provided to the requesting person.

## **10 Outreach**

Implementation of this Consent Decree will require significant outreach to inform persons with disabilities of the changes in the fixed route system. This outreach will include at a minimum the following:

- 10.1 Developing, in conjunction with CCDC, and mailing, at RTD's expense, a brochure describing changes resulting from this Consent Decree to persons on mailing lists provided by CCDC and other Denver disability organizations;
- 10.2 Posting a description of the changes resulting from this Consent Decree on buses on RTD's fixed route system, RTD stations, disability housing complexes, and at Denver disability organizations;
- 10.3 Distributing fliers describing the changes resulting from this Consent Decree to disability advocates, who can then provide the fliers to persons with disabilities;
- 10.4 Posting a description of the changes resulting from this Consent Decree on the websites of RTD and Denver disability organizations; and
- 10.5 Holding open meetings (with the participation of at least one CCDC member) at disability housing complexes and Denver disability organizations to describe the changes resulting from this Consent Decree and to answer questions.

## **11 Monitoring**

To ensure that the steps required by any settlement are in fact implemented, a monitoring system will be established, commencing no later than thirty days after the entry of this Consent Decree, that includes at least the requirements set forth in this section.

- 11.1 Monitoring of the Consent Decree will comply with the requirements of

Paragraph 11 and its subparts.

- 11.2 To the extent possible, monitoring will be accomplished by individuals with disabilities working as undercover ride check monitors to record and report their experiences.
- 11.3 Monitoring rides will cover, without limitation, lift and securement operation, operator attitude, pass-bys, allowing service animals on buses, allowing riders who use wheelchairs to drive forward or backward onto a lift, accommodating riders with speech difficulties, announcing stops, and all other operator issues covered by this Consent Decree.
- 11.4 Monitors will complete a written monitor report for each monitoring ride. The monitor report will include at least the following subjects:
  - 11.4.1 The date, time, and route;
  - 11.4.2 The nature of the monitor's disability, if any;
  - 11.4.3 The operator number of the operator;
  - 11.4.4 The bus number;
  - 11.4.5 Whether the lift worked;
  - 11.4.6 Whether the operator knew how to operate the lift;
  - 11.4.7 Whether the operator allowed the rider to choose which direction to get onto the lift;
  - 11.4.8 If the rider requested not to be secured, whether the operator honored that request;
  - 11.4.9 Whether any accessibility device was broken;
  - 11.4.10 Whether the operator secured the wheelchair in accordance with "Secure Here" stickers, Stokes straps and/or the rider's instructions;
  - 11.4.11 Where on the wheelchair the operator attached the securement device;
  - 11.4.12 Whether the operator called out stops;

- 11.4.13 After the fareboxes described in Paragraph 8.3 are installed, whether the operator provided a farebox printout on request;
  - 11.4.14 Any conflicts between the operator and the ride check monitor; and
  - 11.4.15 A place to note any other disability-related facts.
- 11.5 In any factual dispute between a ride check monitor and an operator involving the first reported deficiency of the type identified by the ride monitor, RTD will give appropriate consideration to the ride monitor's report in light of the fact that the monitor has no vested interest in the outcome of the report. In any factual dispute between a ride check monitor and an operator involving a type of deficiency that has previously been reported against the operator, RTD will accept the facts as presented by the ride check monitor.
- 11.6 When a ride check monitor reports improper operator conduct, RTD will retain the video and audio recording of the bus for the date and time specified by the monitor (if the bus was equipped with video or audio recorders).
- 11.7 For the first year following entry of this Consent Decree, at least three monitoring trips will be taken per day on random routes; for the second year, one such trip per day.
- 11.8 Targeted monitoring trips will be conducted as required by Paragraphs 4.4 and 8.8 above.
- 11.9 CCDC will be entitled to have one representative on the panel that interviews and hires ride check monitors.
- 11.10 RTD will provide the following documentation to Plaintiffs' counsel every three months for two years:
- 11.10.1 Lift cycling verification forms;
  - 11.10.2 All customer complaints relating to improper operator conduct, inoperative or faulty accessibility devices, and/or any other disability-related issue during the three-month period;
  - 11.10.3 All monitoring reports for the three-month period;

- 11.10.4 Records concerning reports of inoperative or faulty accessibility devices, maintenance and repair of accessibility devices, service status, and provision of alternative transportation during the three-month period for 30 buses (to be selected by Plaintiffs after reviewing the customer complaints and monitor reports for the three-month period);
- 11.10.5 All records concerning disciplinary actions administered in response to improper operator conduct during the three-month period; and
- 11.10.6 All records relating to operator training (including training provided pursuant to Paragraphs 4.4 and 9.1 above) during the three-month period.

## **12 Contractors**

RTD will require its contractors to abide by the terms of this Consent Decree, including without limitation the terms relating to documentation and monitoring.

## **13 Services Provided by CCDC**

CCDC will provide to RTD the services identified in Exhibit 1 hereto, and will be compensated for those services at the rate set forth in that Exhibit.

## **14 Fees, Costs and Damages**

Within 14 days of the entry of this Consent Decree, RTD will pay \$250,000 to Plaintiffs. This amount will satisfy in full Plaintiffs' claims for attorneys' fees and costs through the date of the entry of this Consent Decree as well as all compensatory and punitive damages.

With respect to the reasonable attorneys' fees and costs incurred by Plaintiffs after the date of the entry of this Consent Decree, RTD will pay such fees and costs within 60 days of the date on which RTD is provided with a periodic statement of fees and costs. Any disputes concerning future fees and costs will be subject to the Dispute Resolution process set forth in Paragraph 16 below.

## **15 Liquidated Damages**

To ensure compliance, RTD will pay to CCDC \$75 per violation of this Consent Decree as liquidated damages.

## 16 Dispute Resolution

Any dispute between the Plaintiffs and RTD regarding this Consent Decree or its implementation will be addressed as follows:

- 16.1 **Notice.** If Plaintiffs or RTD have reason to believe that a dispute exists, prompt written notice will be provided to the other party.
- 16.2 **Confer.** Within 30 days after receipt of the notice, Plaintiffs' Counsel and RTD's counsel will confer by telephone or in person and attempt to resolve the dispute.
- 16.3 **Mediation.** If the confer process does not occur or does not resolve the dispute, the matter may be referred by either Plaintiffs' counsel or RTD's counsel to mediation before a neutral third party mutually agreed to by Plaintiffs' counsel and RTD's counsel.
- 16.4 **Court.** If mediation does not occur or does not resolve the dispute, the matter may be submitted by either Plaintiffs or RTD to the United States District Court for the District of Colorado.
- 16.5 **Fees and costs of dispute resolution.** RTD will pay Plaintiffs' counsel their reasonable attorneys' fees, litigation expenses, and costs incurred in the "Confer" and "Mediation" steps of the dispute resolution process set forth in Paragraphs 16.2 and 16.3. RTD will be responsible for payment for the services of any third party mediator used. Payment for attorneys' fees, litigation expenses and costs incurred in connection with submission of any dispute to the Court will be in accordance with Christiansburg Garment Co. v. EEOC, 434 U.S. 412 (1978).

## 17 Term of Consent Decree

Except as otherwise set forth in this Consent Decree, the term of this Consent Decree shall be five (5) years from the date of entry of the Consent Decree by the Court.

## 18 Releases

- 18.1 Effective on the date of entry of the Consent Decree by the Court, Plaintiffs, their successors, heirs, assigns, agents and representatives, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, do fully and finally release, acquit and discharge RTD and its parent and subsidiary corporations and each of their present, former or future officers, directors, and

shareholders and successors and assigns from the claims raised in the Lawsuit.

- 18.2 Effective on the date of entry of the Consent Decree by the Court, RTD, its parent and subsidiary corporations and each of their present, former or future officers, directors, and shareholders and successors and assigns, in consideration of the relief set forth herein, the sufficiency of which is expressly acknowledged, do fully and finally release, acquit and discharge Plaintiffs, their successors, heirs, assigns, agents and representatives, from any claims or counterclaims that were or could have been asserted in the Lawsuit.

## 19 **Entire Agreement**

This Consent Decree contains all the agreements, conditions, promises and covenants among RTD, Plaintiffs, and their respective counsel regarding matters set forth in it and supersedes all prior or contemporaneous agreements, drafts, representations or understandings, either written or oral, with respect to the subject matter of the present Consent Decree.

## 20 **Communications to RTD and Plaintiffs' Counsel**

All notices or communications required by this Consent Decree shall be in writing by facsimile and U.S. Mail or overnight delivery service addressed as follows:

### 20.1 To Counsel for Plaintiffs:

Timothy P. Fox, Esq.  
Michael W. Breeskin, Esq.  
Fox & Robertson, P.C.  
910 - 16th Street  
Suite 610  
Denver, CO 80202

with a copy to:

Kevin W. Williams, Esq.  
General Counsel  
Colorado Cross Disability Coalition  
655 Broadway  
Suite 775  
Denver, CO 80203

20.2 To RTD:

Dana N. Mumey  
Associate General Counsel  
Erica A. Weber, Esq.  
Assistant General Counsel  
Regional Transportation District  
1600 Blake Street  
Denver, CO 80202

21 **Modification**

No modification of this Consent Decree shall be effective unless pursuant to Court Order.

22 **Severability**

If any such provision or any part of this Consent Decree shall at any time be held unenforceable, then the remaining provisions of this Consent Decree shall remain effective and enforceable.

23 **Execution in Counterparts**

This Consent Decree may be signed in counterpart and shall be binding and effective immediately upon execution of one or more counterparts, by all parties and the United States District Judge presiding over the lawsuit. All parties shall sign three copies of this document and each such copy shall be considered an original.

Respectfully submitted,

Bradley J. Taylor

Regional Transportation District

By: \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date:

Carrie Ann Lucas

Julie Reiskin

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Date:

Date:

Debbie L. Lane

Natalie R. Orrell

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Date:

COLORADO CROSS-DISABILITY  
COALITION

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

REGIONAL TRANSPORTATION DISTRICT

FOX & ROBERTSON, P.C.

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Dana N. Mumey  
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General Counsel  
Colorado Cross-Disability Coalition  
655 Broadway  
Suite 775  
Denver, CO 80203  
(303) 839-1775

Attorneys for Plaintiffs

It is so ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

---

ZITA L. WEINSHIENK  
United States District Judge

## **Exhibit 1**

Pursuant to Paragraph 13 of the Consent Decree, this Exhibit sets forth the services that CCDC will provide for RTD. RTD will compensate CCDC at the rate of \$65.00 per hour for all services identified herein.

### **A. Training**

*Types of training services.* CCDC will provide two types of training services. First, CCDC will provide training services in connection with the initial retraining of all bus operators (including operators employed by RTD contractors) as set forth in Paragraph 9.1 of the Consent Decree (“Retraining Services”). Second, CCDC will provide training services for all newly-hired operators of RTD or its contractors (“New Employee Training”).

*Number of hours.* Retraining Services and New Employee Training will consist of two-hour classes, with no more than 25 operators in each class. It is expected that Retraining Services will require approximately 80 classes to cover all operators, totaling 160 hours. The number of hours for New Employee Training will depend upon the number of new operators hired by RTD and its contractors.

*Description of services.* CCDC trainers will be selected and trained by Julie Reiskin. Each trainee will receive a handout, which will include an evaluation to be collected and compiled by CCDC (to use for quality improvement).

A sample outline of a training session follows.

- Introduction and Icebreaker (5 - 10 minutes)

Explain the nature of the training. Discuss how the disability community has evolved since people with disabilities were first able to use public transportation, and explain how the community has evolved in other ways. Give examples, using both transit and nontransit stories to show how society has changed. Ask the members of the audience to introduce themselves and tell something about themselves that is nonthreatening (e.g., favorite food, best vacation, favorite animal, etc.).

Icebreaker Examples:

- a) Hand out balloons to members of the audience and ask them to blow them up without popping them. Then give each participant a piece of string or a rubber

band. Have each person tie the balloon to his or her left ankle or shoe. The winner is the one whose balloon does not pop or is the last to pop.

b) Hand out note cards and have audience members write their most dreaded, household chore on one side and, on the other side, why they detest that chore. Have everyone swap cards and then read, “What bothers me most about my (boss, mate, partner, children, etc) is . . .” and then substitute the words used to describe why an audience member detests a particular household chore. It will come out something like: “What I hate about my partner is that she is stinky.” (The chore may have been emptying a litter box.)

Basically, they are funny; after the icebreaker, participants will be more relaxed. The trainer will explain that this is probably not what they expected at a disability training. Thus, this is a way of asking audience members, for the purposes of this training, to remove all expectations and prior assumptions about disability.

Trainer will then remind participants to relax and ask any questions they want to ask. The trainer could then add something like, “The political correctness police are on the Western Slope today.”

- What is Disability? (5 minutes)

Overview of different definitions, including an explanation of definitions in the ADA, which is what RTD must use, as well as an explanation of hidden disabilities.

- Disability Rights: Parity not Charity (15 minutes)

A brief overview of the ADA.

What is the difference between rights and discrimination?

What is the difference between accommodation and special treatment?

The trainer will ask a series of 10 questions to members of the audience, who will answer whether each question involves rights, discrimination, accommodation, or special treatment. Any member of the audience who answers correctly will receive a prize (e.g., cute pencils or small pieces of candy). Sample questions:

- A child in a wheelchair does not have to take any physical education classes. (Answer: This is special treatment because adapted physical

education is usually provided to children with mobility impairments.)

- If someone is blind and wants to fly on an airplane, he or she must board 20 minutes early. (Answer: This is discrimination.)
- An engineer, who is deaf, has a TTY and a telephone and has interpreters for meetings, all paid for by the company. (Answer: This is an accommodation.)
- A person who uses a wheelchair wants to buy a very expensive ticket to be in a special box seat for a sporting event; another person who uses a wheelchair wants to buy the most inexpensive ticket to the same event. Both types of seats have to be available. (This involves rights, as the same options have to be available, as they would be for anyone else.)

Audience members will then be asked to give transit-related examples of rights, discrimination, accommodation, and special treatment. If it is a quiet group, the trainer will ask questions and have them answer. Questions might include:

- Someone who cannot use his or her hands asks the driver to get tokens out of a backpack, but drivers do not handle money. If they do this for this individual, what is it? (Answer: This is an accommodation.)
- Person in a wheelchair does not have the fare and is allowed to ride the bus anyway. (Answer: This is special treatment.)
- What are ramps to the light rail and lifts on buses? (Answer: These are rights.)
- What is the refusal to let a service animal on the bus? (Answer: This is discrimination.)

- Customer Service and Disability (25 minutes)

What is customer service in general? Ask members of the audience to give examples.

Why is it important for RTD employees to provide good customer service? Members of the audience will be asked to give reasons.

Have reasons written on a board or notepad and review them.

What may be different about customer service that is provided to people with disabilities? What may be the same about customer service that is provided to people with disabilities? Ask members of the audience to participate.

BREAK - 10 MINUTES

- The Power of Language (5 minutes)

Lecture on people-first language.

- Specific Issues for People with Disabilities and Drivers:

Lift Malfunction (7 minutes)

- Review procedure and what to do.
- Make sure drivers are instructed to listen if the passenger has a reasonable suggestion.
- Driver should not help carry someone with a disability unless there is a real emergency, such as a bus that is on fire.
- Dealing with other passengers.

Communication (15 minutes)

- Blindness, deafness, speech impairment, cognitive impairment, psychosis, and other disabilities. How to recognize and how to communicate -- what to do and what not to do.

Boarding a Bus (5 minutes)

- Allow a person who uses a wheelchair to enter frontwards or backwards. (If another person in a wheelchair is already on the bus, it may be easier to enter backwards, but, if this is suggested, make certain that it sounds like a suggestion with a reason, rather than a command.)

- Ask person who uses a wheelchair if he or she would like to be secured. If the person responds that he or she does not want to be secured, that is the end of the conversation. If the person states that he or she wants to be secured, ask if there is a particular way the person would like to be secured.
- Lift up the seats.

#### Riding a Bus (3 minutes)

- Calling out stops.
- Dealing with problems.

#### Getting Off a Bus (2 minutes)

- If there is a huge crowd about to board a bus, allow the person with a disability to exit first.

#### Transfer Points (3 minutes)

- Giving directions to people with visual impairments.

#### Other (5 minutes)

- Other issues concerning the securement area
  - Dealing with passengers who do not use wheelchairs about moving or raising their feet, including dealing with passengers who do not want to move for a person with a disability.
  - Dealing with passengers who do not use wheelchairs when there is a broken lift.
- Questions and answers, review, other issues, and evaluation (5 - 10 minutes, depending upon time remaining)
  - Trainer to remain for an additional 10 - 15 minutes to answer questions from

individual members of the audience.

*Materials Needed from RTD:* CCDC will provide RTD with a handout, an outline, and an evaluation within 14 days of the entry of the Consent Decree. RTD will be responsible for providing copies of these documents to each trainee.

RTD will also be responsible for providing a blackboard or easel with newsprint or equivalent (adjustable for height) and markers in several colors. The training sessions will take place in a comfortable space in a wheelchair-accessible building that is located on a bus route. The room for the training session will have chairs in a circle rather than in a lecture-hall style. RTD will provide drinks and snacks for trainees.

CCDC will provide note cards, material for icebreakers, and prizes.

**B. Review and editing of brochures and pamphlets**

Pursuant to Paragraphs 9.6 and 10.1 of the Consent Decree, CCDC will review and edit the pamphlet concerning disability-related issues to be placed on all buses for use by operators and the brochure describing changes resulting from this Consent Decree to be mailed to persons on mailing lists provided by CCDC and other Denver disability organizations. The review and edit of these documents is estimated to total no more than 12 hours.

**C. Participating in open meetings**

Pursuant to Paragraph 10.5 of the Consent Decree, CCDC will participate in open meetings at disability housing complexes and Denver disability organizations to describe the changes resulting from the Consent Decree and to answer questions. It is estimated that CCDC's participation in these meetings will total approximately 20 hours.

**D. Participation on interview panels for ride check monitors**

Pursuant to Paragraph 11.9 of the Consent Decree, CCDC will have one representative on the panel that interviews and hires ride check monitors. It is estimated that this participation will average no more than four hours per month during any 12-month period.