

**Resolution Agreement
College of Central Florida
OCR Docket # 04-18-2197**

The U.S. Department of Education, Office for Civil Rights (OCR) and College of Central Florida (College) enter into this Resolution Agreement (Agreement) to resolve the allegation in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the College. The College assures OCR that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504), as amended, 29 U.S.C. Section 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 et seq., 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.

Item 1: By August 1, 2018, the College shall draft modifications to its written policies, practices, and procedures to reflect the fact that it permits the use of a service animal by individuals with disabilities. The College shall also draft a Service Animal Policy and submit it to OCR for review and approval by August 10, 2018. The College shall adopt and implement the Service Animal Policy within thirty (30) days of OCR approval. The College's Service Animal Policy shall incorporate the following provisions:

(a) *Inquiries.* The College shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether an animal qualifies as a service animal. The College may ask: 1) if the animal is required because of a disability; and 2) what work or task the animal has been trained to perform. The College shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, the College may not make these inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (i.e. the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

(b) *Access to Areas of a Public Entity.* Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of the College's facilities where students, faculty, members of the public, participants in services, programs or activities, or invitees, as relevant are allowed to go.

(c) *Surcharges.* The College shall not ask or require an individual with a disability to pay a surcharge, even if people accompanied by pets are required to pay fees, or to comply with other requirements generally not applicable to people without pets. If the College normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

(d) The College may ask the individual with a disability to remove a service animal from the premises if:

(1) The animal is out of control and the animal's handler does not take effective action to control it; or

(2) The animal is not housebroken.

(e) *If an Animal Is Properly Excluded.* If the College properly excludes a service animal, it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

(f) *Animal Under Handler's Control.* A service animal shall be under the control of its handler. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (i.e. voice control, signals, or other effective means).

(g) *Care or Supervision.* The College is not responsible for the care or supervision of a service animal.

Reporting Requirements: By September 27, 2018, or within thirty (30) days of notice that OCR has approved the Policy (whichever is later), the College will: a) adopt, implement, and disseminate the approved Service Animal Policy to all current College academic administrators, student service administrators, faculty, instructors, and teaching assistants; and b) initiate training, as described below, in Action Item 2, regarding the terms of the Service Animal Policy and Section 504. The College will annually distribute the Service Animal Policy, described in Action Item 1, to all academic administrators, student service administrators, faculty, instructors, and teaching assistants working at the College through publication in the Faculty Handbook.

Item 2: By October 1, 2018 the College will provide training on: a) the College's nondiscrimination obligations, pursuant to Section 504 and Title II to individuals with disabilities who use service animals; and b) the terms and conditions of the Service Animal Policy adopted pursuant to Action Item 1. The College will provide the initial training and will annually make available refresher training to all academic administrators, student service administrators, faculty, instructors, and teaching assistants presently teaching or working at the College. The College will provide this training to all new staff during new hire orientation and disseminate the Service Animal Policy to new staff during the orientation.

Reporting Requirements: By October 10, 2018, the College shall provide to OCR information about the training(s) conducted, including copies of the signed and dated sign-in sheets of individuals who attended the training, along with their positions at the College; the credentials of the trainer(s); and copies of all training materials used and disseminated during the training.

Item 3: Effective immediately, but no later than July 15, 2018, the College shall submit to OCR a copy of written notification to the Complainant stating that the College has rescinded its decision prohibiting the Complainant's service dog from entering College campus facilities. The Complainant's service dog shall be allowed at the campus unless the dog is out of control and effective action cannot be taken to control it, or the dog is not housebroken.

Reporting Requirement: Within 10 calendar days of sending of the written notification to the Complainant, the College will provide OCR with a copy of the letter.

Item 4: By July 15, 2018 the College shall, in writing, invite the Complainant to re-enroll at the College. By July 15, 2018, the College shall offer, in writing, to either reimburse the Complainant for her tuition, books, and fees for her spring 2018 courses or allow the Complainant to retake those spring 2018 courses at the College's expense. If the Complainant decides she would prefer to be reimbursed for the spring 2018 courses, the College may require the Complainant to provide reasonable written documentation of her tuition, books, and fees expenses for the spring 2018 semester.

Reporting Requirement: By August 1, 2018, the College will provide OCR with a copy of the letter sent to the Complainant as described above. If the Complainant chooses to be reimbursed by the College, within 5 calendar days of reimbursing the Complainant, the College will provide OCR with itemized documentation of the payment.

The College understands that by signing the Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements. Further, the College understands that during the monitoring of the Agreement, if necessary, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of the Agreement. Upon the College's satisfaction of the commitments made under the Agreement, OCR will close the case.

The College understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of the Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce the Agreement, OCR will give the College written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Resolution Agreement will become effective immediately upon signature of the College's President or designee below.

President or Designee

Date