

**Resolution Agreement
Gilchrist County School District (Florida)
OCR Complaint # 04-20-1205**

The U.S. Department of Education (Department), Office for Civil Rights (OCR) and the Gilchrist County School District (District), entered 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 District. The District 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. § 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, 28 C.F.R. Part 35, which prohibit discrimination on the basis of disability.

Prior to the completion of OCR's investigation, the District agreed to resolve the issue of this investigation pursuant to Section 302 of OCR's Case Processing Manual. Accordingly, to resolve the issues of OCR Complaint # 04-20-1205, the District agrees to take the following actions:

Action Item 1 - Service Animal Policy and Procedures

1. The District shall modify its policies and procedures to permit the use of a service animal by an individual with a disability in order to conform to the requirements of Section 504 and Title II. See 34 C.F.R. §§ 104.43 and 104.44 and 28 C.F.R. §§ 35.104 and 35.136.
2. The District's Service Animal Policies and Procedures shall incorporate the following provisions:
 - (a) *Inquiries.* The District shall not ask about the nature or extent of a person's disability but may only make the following two inquiries to determine whether an animal qualifies as a service animal: (1) the District may ask if the animal is required because of a disability; and, (2) what work or task the animal has been trained to perform. Also, an Individual Education Plan (IEP) Team nor a Section 504 Team can circumvent this requirement by requesting medical documentation beyond these two inquiries when considering whether a student will be permitted to bring a service animal on campus. The District shall not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, the District 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 (*e.g.*, 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). 28 C.F.R. § 35.136(f)
 - (b) The District may only 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. 28 C.F.R. § 35.136(b).
- (3) If the District properly excludes a service animal under 28 C.F.R. 35.136(f), the District 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. 28 C.F.R. § 35.136(c).

REPORTING REQUIREMENT: Within thirty (30) days of the execution of this Agreement, the District shall submit the revised Service Animal Policies and Procedures to OCR. The District will ensure that its revised Service Animal Policy and Procedures comply with the requirements of 28 C.F.R. §§ 35.104 and 35.136. Within sixty (60) days of the execution of this Agreement, the District will provide OCR with documentation that demonstrates that it has adopted, implemented and disseminated the revised Service Animal Policy and Procedures to all faculty and staff who are responsible for the implementation of the Service Animal Policies and Procedures. Additionally, within ninety (90) days of the execution of this Agreement, the District will provide OCR with documentation that it published the revised Service Animal Policy and Procedures in the District's Student, Parent, and Employee handbooks; in prominent locations on the District's website at <https://www.gilchristschools.org/>; and in print and electronic versions (if applicable) of the District's newsletters.

Action Item 2 -Training for District Staff

1. Within thirty (30) days of the implementation of newly adopted Service Animal Policies and Procedures, the District will provide training on the Section 504 and Title II non-discrimination obligations to individuals with disabilities who use service animals and, on the terms, and conditions of the revised Service Animal Policy and Procedures adopted pursuant to Action Item 1. The training will address, at minimum, general obligations under Section 504 and Title II to grant access to individuals with disabilities who use service animals; guidelines and examples that explain the bases for excluding a service animal; and clarification that there is no requirement that individuals with disabilities provide evidence of his or her disability or evidence of the animal's certification or training.
2. The District will provide the training to all faculty and staff responsible for the implementation of the District's Service Animal Policy.

REPORTING REQUIREMENT: Within thirty (15) days of completion of the training, the District will provide documentation demonstrating the following: a) the date, time and location of the training(s); b) an outline of the training and/or copy of the materials disseminated at the training; c) the name(s), title(s), and credentials of the individual(s) who conducted the training; d) the name and title of each individual who attended the training (including dated sign-in sheets with the attendees' names, titles, and work

locations); and, e) the total number of required staff members not in attendance and the measures taken by the District to ensure that each is provided the training materials and an opportunity to ask questions to clarify the materials

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 this 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 of this Agreement. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The District understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

This Agreement will become effective immediately upon signature of the Superintendent or designee, below.

Signature of Superintendent (or Designee)

(Date)