

**RESOLUTION AGREEMENT**  
**Cedar Falls Community School District**  
**OCR Complaint #05-18-1466**

Cedar Falls Community School District (the District) enters into this agreement (Agreement) to resolve the allegations in the above-referenced complaint. This Agreement does not constitute an admission of liability, non-compliance, or wrongdoing by the District, and the District does not concede that Student A's dog is a service animal. The District assures the U.S. Department of Education, Office for Civil Rights (OCR), that it will take the following actions to comply with the requirements of Section 504 of the Rehabilitation Act of 1973 and its implementing regulation, which prohibit discrimination on the basis of disability in programs and activities funded by the U.S. Department of Education; and Title II of the Americans with Disabilities Act and its implementing regulation, which prohibit discrimination on the basis of disability by public entities.

Prior to the completion of OCR's investigation, the District agreed to resolve the allegation of this complaint pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to resolve the issue of this investigation, the District agrees to take the following actions:

1. By August 19, 2019, the District will notify the Complainants that Student A will have access to all District facilities, programs, and services, with her dog and a handler provided by the District, consistent with the District's Service Animal Policy, Board Policy 1007.1, and the provisions of Section 504 at 34 C.F.R. §§ 104.4 and Title II at 28 C.F.R. §§ 35.104, 35.130, and 35.136. The District will offer the Complainants the opportunity to meet with the high school principal or other appropriate District staff member to discuss any questions.

**REPORTING REQUIREMENT:** By August 20, 2019, the District will provide documentation to OCR establishing that it has complied with this item, including a copy of any correspondence or other notice sent to the Complainants, and if the Complainants request a meeting, notes from the meeting.

2. By September 30, 2019, the District will provide training to all District administrators on the Section 504 and Title II non-discrimination obligation to individuals with disabilities who use service animals, and on the terms and conditions of the District's Service Animal Policy, Board Policy 1007.1. The training will address, at minimum, general obligations under Section 504 and Title II to grant access to individuals who use service animals; guidelines and examples explaining the bases for excluding a service animal; and the inability of the District to request evidence of the student or visitor's disability, evidence of the animal's certification, or evidence of the animal's ability to perform the work or task it has been trained to perform for the person with a disability.

**REPORTING REQUIREMENT:** By October 1, 2019, the District will provide documentation demonstrating compliance with this item, including the following: a) the date, time and location of the training; 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 and titles); and e) the total number of administrators not in attendance and the measures taken by the District to ensure that each administrator is provided the training materials and an opportunity to ask questions to clarify the materials.

3. Should a dispute arise during the 2019-2020 school year regarding the efficacy of the District's handler or performance of Student A's dog as a service animal, the District will notify OCR in writing of the dispute, including a detailed description of its concerns, and submit for OCR's approval the name and qualifications of an independent service animal trainer to evaluate and assess the handler's efficacy and the dog's performance to determine whether the dog is working or performing tasks as a service animal. Within thirty (30) days of OCR's approval, the District shall retain the independent service animal trainer to evaluate and assess the dog and its handler and provide documentation to OCR reflecting the independent service animal trainer's determination and rationale with supporting documentation. The District shall continue to provide a handler and allow the dog access pending OCR's review of the independent service animal trainer's determination. OCR will conduct its review of the independent service animal trainer's determination and notify the school whether it adopts the trainer's findings within thirty (30) days of receipt of the trainer's documentation. If the independent service animal trainer's determination is approved by OCR, and the determination is that the dog is a service animal but additional training for the handler is necessary, the District agrees to provide the handler additional training and agrees to continue to allow the dog access. If the independent service animal trainer determines that the dog is not a service animal, the District will not be required to provide the dog access, unless and until the dog is properly retrained. Upon such retraining, the District shall allow the service animal access and provide a handler, pursuant to Item #1 of the Agreement.

**REPORTING REQUIREMENT:** If a dispute arises, the District will submit documentation to OCR as contemplated in this item. Reporting pursuant to item 3 is not necessary if a dispute does not arise.

The District understands that by signing this Agreement, it agrees to provide data and other information in a timely manner. Further, the District understands that during the monitoring of this Agreement, 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 and is in compliance with the regulations implementing Section 504 and Title II at 34 C.F.R. § 104.4; and 28 C.F.R. §§ 35.104, 35.130, and 35.136. 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. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, 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 the signature of the District's representative below.

For Cedar Falls Community School District:

/s/

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Superintendent

Date