

Resolution Agreement

Douglas County School District OCR Case Number 08-21-1135

Douglas County School District (District) and STEM School Highlands Ranch (School) enter into this Agreement to resolve an allegation in the above-referenced case. 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 ("Section 504"), as amended, 29 United States Code (U.S.C.) Section 794, and its implementing regulation, at 34 Code of Federal Regulations (C.F.R.) Part 104, and Title II of the Americans with Disabilities Act of 1990 ("Title II"), 42 U.S.C. Section 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.

District and School Procedures

1. The District and School agree to replace the Service Animals Guideline with a Service Animal Procedure that includes the following components:
 - A. Definitions: "Service animal" means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.
 - B. General: Generally, the District/School will modify its procedures to permit the use of a service animal by an individual with a disability.
 - C. Exceptions: The District/School may ask an individual with a disability to remove a service animal from the premises if –
 - i. the animal is out of control and the animal's handler does not take effective action to control it; or
 - ii. the animal is not housebroken.
 - D. If an animal is properly excluded. If the District/School properly excludes a service animal it will give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.
 - E. 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

- F. 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 (e.g., voice control, signals, or other effective means).
- G. Care or supervision. The District/School is not responsible for the care or supervision of a service animal.
- H. Inquiries. The District/School will 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 District/School may ask if the animal is required because of a disability and what work or task the animal has been trained to perform. The District/School will not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, the District/School 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).
- I. Access to areas of the District/School. Individuals with disabilities must be permitted to be accompanied by their service animals in all areas of the District's/School's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.
- J. Surcharges. The District/School will 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 District/School 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.
- K. Miniature horses.
 - i. Reasonable modifications. The District/School must make reasonable modifications in its procedures to permit the use of a miniature horse by an individual with a disability if the miniature horse has been individually trained to do work or perform tasks for the benefit of the individual with a disability.
 - ii. Assessment factors. In determining whether reasonable modifications in procedures can be made to allow a miniature horse into a specific facility, the District/School must consider:
 - a. the type, size, and weight of the miniature horse and whether the facility can accommodate these features;
 - b. whether the handler has sufficient control of the miniature horse;
 - c. whether the miniature horse is housebroken; and
 - d. whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.
 - iii. Other requirements. Paragraphs (D) through (I) of this section, which apply to service animals, also apply to miniature horses.
- L. Direct Threat.
 - i. This part does not require a public entity to permit an individual to participate in or benefit from the services, programs, or activities of that public entity when that individual or the individual's service animal poses a direct threat to the health or safety of others.

- ii. In determining whether an individual or the individual's service animal poses a direct threat to the health or safety of others, a public entity must make an individualized assessment, based on reasonable judgment that relies on current medical knowledge or on the best available objective evidence, to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.
 - M. Grievances. Any complaints alleging a violation of the Service Animal Procedure will be governed by the School's grievance procedures.¹
2. The School agrees to create, adopt, and publish a Grievance Procedure that provides for the prompt and equitable resolution of discrimination complaints based on disability. The procedure will include, at a minimum, the following components:
- A. Instructions on how to initiate a complaint under the School's procedures.
 - B. A description of the steps the School will take to conduct a prompt, adequate, reliable, and impartial investigation of complaint allegations; and any interim measures that the District may take.
 - C. Designation of reasonably prompt timeframes for the grievance process.
 - D. An opportunity for parties to present witnesses and evidence.
 - E. A statement that confidentiality may only be maintained to the extent it does not compromise the integrity of the equitable and impartial investigation.
 - F. Clarification of the roles that relevant School staff will have during the investigation.
 - G. Clarification of under what circumstances the District or its staff will be involved and the identification of which District staff will be involved.
 - H. A statement that the School will ensure that complainants are aware of their rights and available resources.
 - I. A statement that the School will provide written notice to the parties of the investigation's outcome.
 - J. Notice of the opportunity for parties to appeal the findings, a description of the appeal process, and an assurance that the appeal will be conducted in an impartial manner by an impartial decision-maker.
 - K. A statement that Section 504 and Title II prohibit retaliation and intimidation against any individual who files a complaint under those laws or participates in a complaint investigation or process; and, that the School will investigate all allegations of retaliation and intimidation and take appropriate action against those found to have retaliated.
 - L. The names(s), title, office address, telephone number, and email address of the School's Section 504/Title II Coordinator(s)/Compliance Officer(s).
3. The District will disseminate the approved Service Animal Procedure from Term 1. The School will disseminate the approved Service Animal Procedure and the Grievance Procedure from Term 2. Dissemination will be done by:
- A. posting the applicable procedures on the District's and School's websites;

¹ Notice of the School's Grievance Procedure will be included in the Service Animal Procedure.

- B. posting the procedures in the School's online handbooks and sending the procedures to all School personnel; and
- C. to the extent that the School has printed student and parent handbooks, the School will include the applicable procedures in the 2022-2023 printed handbooks

Reporting Requirement (A): Within 60 calendar days of this Agreement being signed, the District and School will submit to OCR a draft of the procedures required by Terms 1 and 2. The District and School will promptly and fully address OCR's feedback, if any, until the District and School receive OCR's final approval of the procedures.

Reporting Requirement (B): Within 30 calendar days of the District and School receiving notice from OCR that no further reporting was required for Reporting Requirement (A), (i) the District will disseminate the Service Animal Procedure and the School will disseminate the Service Animal Procedure and the Grievance Procedure as required by Term 3; and (ii) the District and School will submit to OCR documentation demonstrating that the approved procedures were disseminated as required by Term 3 (*e.g.*, screenshots or print outs of the School's website; emails showing recipients and attachments; etc.). The District and School will promptly and fully address OCR's feedback, if any, until the District and School receive notice from OCR that no further reporting is required for Reporting Requirement B or Terms 1, 2, and 3.

Section 504 Compliance Coordinator

- 4. Within 30 calendar days of signing this Agreement, the School will designate one or more individuals to coordinate its efforts to comply with and carry out its responsibilities under Section 504/Title II and their implementing regulations. The School will publish the title, office address, telephone number, and email address of this individual or individuals on the School's website, student and parent handbooks, staff handbooks, and all relevant procedures.

Reporting Requirement (A): Within 30 calendar days of signing this Agreement, the School will provide OCR with the name(s) and qualifications of the School's current designated Section 504 Coordinator(s) and a description of the specific responsibilities of the Coordinator(s). The School will promptly and fully address OCR's feedback, if any, until the School receives notice from OCR that no further reporting is required for Reporting Requirement A.

Reporting Requirement (B): Within 60 days of signing this Agreement, the School will provide OCR with documentation showing that the title, office address, telephone number, and email address of the Coordinator(s) was published on the School's website, student and parent handbooks, staff handbooks, and all relevant policies and procedures. The School will promptly and fully address OCR's feedback, if any, until the School receives notice from OCR that no further reporting is required for Reporting Requirement B or Term 5.

Staff Training

- 5. The District and School agree to provide training to all relevant staff, including the School's Board of Directors, Executive Director, School's Nurse, School's Director/Principal, School's Assistant Director/Assistant Principal, and School's Section 504 Coordinator(s), and the District's Section 504 Coordinator(s) on the following topics:

- A. The procedures described in Terms 1 and 2, including each component described in Terms 1 and 2.
- B. The handling of disability discrimination complaints in accordance with the grievance procedure described in Term 2 and Section 504/Title II.
- C. The definitions of “service animal,” “psychiatric service animal,” and “emotional support animal.”
- D. Examples of functions that service animals, including psychiatric service animals, may perform.
- E. A statement that the District may not require service animals to be professionally trained, and that people with disabilities have the right to train the dog themselves and are not required to use a professional service dog training program.
- F. A statement that the District may not require documentation for a service animal, including proof that the animal has been certified, trained, or licensed as a service animal.
- G. A statement that the District may not require that the animal demonstrate its task(s).
- H. A statement that the District may not inquire about the nature of the person’s disability in the context of service animals.
- I. Who (including name, title or position, and email address) staff may contact with questions or concerns about the content of the training.

Reporting Requirement (A): Within 60 calendar days of receiving notice from OCR that no further reporting is required for Terms 1 through 3, the District and School will submit to OCR: (i) draft training materials; (ii) the name(s), title(s) or position(s), and qualifications of one or more qualified individuals to provide the training(s); and (iii) a list of proposed individuals to be trained, including each person’s name, location (*i.e.*, central office or school name), and title or position. The District and School will promptly and fully address OCR’s feedback, if any, until the District and School receive OCR’s final approval of the training materials, trainer(s), and trainee list.

Reporting Requirement (B): Within 60 calendar days of receiving OCR’s final approval of the training materials, trainer(s), and trainee list, the training will be conducted and the District and School will submit to OCR: (i) the date(s), time(s), and location(s) of the training session(s); (ii) confirmation that the approved training materials were used; (iii) confirmation that the approved trainer(s) was used; (iv) the names, locations, and titles or positions of staff who attended the training(s) along with copies of training evaluations from each participant; and (v) the names, locations (*i.e.*, central office or school name), and titles or positions of staff who did not attend the training, an explanation for each person’s absence, and a plan to train each person. The District and School will promptly and fully address OCR’s feedback, if any, until the District and School receive notice from OCR that no further reporting is required for Reporting Requirement B.

Individual Remedy

- 6. Within 20 calendar days of signing the Agreement, the District will offer to the Student and Complainant, in writing, to convene a meeting of a group of knowledgeable people (Team) to, at a minimum:
 - J. Discuss whether the Student is owed compensatory services or other remedial measures (at no cost to the Student or Complainant) as a result of not allowing the Student’s service dog to attend the School.

- K. If the Team determines the Student is owed compensatory services or other remedial measures, the School will create a written plan ("Plan") to provide compensatory services or other remedial measures to the Student.

In the written offer to the Student, the School will:

- L. Explain the purpose of the meeting by including the agenda detailed above.
- M. Explain that the Student is permitted to invite others to the meeting who are knowledgeable about her education during the 2020-2021 school year.
- N. Notify the Student that to accept the offer, they must respond in 20 calendar days.

If the Student accept the School's offer to convene a meeting, the School will ensure the following:

- O. The meeting occurs within 30 calendar days of the Student accepting the offer.
- P. The meeting occurs at a date, time, and location that are mutually agreed upon by the parties.
- Q. The Team and meeting are consistent with the procedural requirements of Section 504 and Title II.
- R. The Student is permitted to invite persons knowledgeable about her to attend the meeting.
- S. The School invites, at a minimum, a School representative with knowledge of the Student's prior educational program and a counselor with knowledge of the Student's prior post-secondary transition planning.
- T. The Team carefully considers all information provided by all parties present at the meeting.
- U. Within 10 calendar days after the meeting, the School will:
 - i. Notify the Student, in writing, of the decisions made at the meeting.
 - ii. Provide the Student with a copy of the Plan if one was created.
 - iii. Provides the Student with a copy of applicable procedural safeguards.

If a Plan is created, the Plan will include the following:

- V. The type(s) of compensatory services or other remedial measures to be provided.
- W. The amount of compensatory services or other remedial measures to be provided.
- X. The name(s) and title(s) or position(s) of the person(s) who will be responsible for providing the compensatory services or other remedial measures.
- Y. The location where the compensatory services or other remedial measures will be provided.
- Z. A schedule for the provision of the compensatory services or other remedial measures.
- AA. The name and title or position of the person who will ultimately be responsible for implementation of the Plan.

Reporting Requirement (A): Within 15 calendar days of the School sending its offer to the Student and Complainant, the School will submit to OCR a copy of the offer, the Student's response, if any, and all other related communications with the Student. The School will promptly and fully address OCR's feedback, if any, until the School receives notification from OCR that no further reporting is required for Reporting Requirement A.

Reporting Requirement (B) - Conditional: If the School's offer is accepted, then, within 15 calendar days of the Team meeting, the School will submit to OCR:

1. Copies of all communications with the Student related to the meeting, including documentation showing the following:²
 - i. The Student was invited to participate in the meeting and informed that she could invite others who are knowledgeable about the student.
 - ii. The Student was notified of the decisions made at the meeting.
 - iii. The Student received a copy of the Plan, if any.
 - iv. The Student received a copy of the applicable procedural safeguards.
2. A list of all individuals who attended the meeting, including each individual's name and title or position.
3. Notes or minutes from the meeting reflecting:
 - i. The information that the Team considered in reaching its decisions.
 - ii. That the Team carefully considered input from persons knowledgeable about the Student.

Additionally, if the Team determines that no compensatory services or other remedial measures will be provided, the District and School will submit to OCR a written explanation of the reasons for that determination, along with any supporting documentation.

The District and School will promptly and fully address OCR's feedback, if any, until the District and School receive notification from OCR that no further reporting is required for Reporting Requirement B.³

Reporting Requirement (C) – Conditional: If a Team meeting occurs and a Plan is created, the District and School will submit to OCR, within 90 calendar days of receiving notification from OCR that no further reporting is required for Reporting Requirement B, documentation showing that the School has implemented or is in the process of implementing the Plan. The District and School will promptly and fully address OCR's concerns, if any, until OCR notifies the District and School that no further reporting is required for Reporting Requirement C or Term 6.⁴

The District and School understand and acknowledge 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. Sections 100.9-10), or judicial proceedings to enforce this Agreement, OCR will give the District and School written notice of the alleged breach and 60 calendar days to cure the alleged breach.

The District and School understand that by signing this Agreement, the entities agree to provide the foregoing information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the District and School understand that, during the monitoring of this Agreement, if necessary, OCR may visit the School, interview staff and students, and request such additional reports or

² For purposes of this Agreement, "communications" include, but are not limited to, all emails, letters, text messages, electronic messages, and forms.

³ Except in extraordinary circumstances, OCR does not typically substitute its judgment for the decisions made by a Section 504 team that is properly constituted and that takes appropriate actions in light of the requirements of due process.

⁴ This case will remain in monitoring until all compensatory services (if any) or other remedial measures (if any) have been provided.

data as are necessary for OCR to determine whether the District and School have fulfilled the terms of this Agreement and are in compliance with Section 504, and its implementing regulation, at 34 C.F.R.

Part 104, and Title II, and its implementing regulation, at 28 C.F.R. Part 35. Upon completion of the obligations under this Agreement, OCR will close the case.

This agreement will become effective upon the signature(s) of the representative(s) for the District and School.

/s/

Superintendent, Douglas County School District

9/30/2021

Date

/s/

Executive Director, STEM Highlands Ranch

9/29/2021

Date