

RESOLUTION AGREEMENT
Higley Unified School District
OCR Case No. 08-22-1603

The United States Department of Education, Office for Civil Rights (OCR) and the Higley Unified School District (District) enter into this Resolution Agreement (Agreement) to resolve the allegations in the above-referenced case. The District's decision to enter into this Agreement is not an admission of liability or wrongdoing, nor shall it be construed as such. 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 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. Sections 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.

I. Policy and Procedures; Terms and Conditions.

A. Review. The District will conduct a review of its: i) current policies and procedures (Policies), and ii) terms and conditions (Terms) in its rental agreements, to ensure the District, and its campuses, permit the use of a service animal by an individual with a disability, consistent with the requirements of Section 504¹ and Title II². The District will ensure the Policies and Terms adequately address the obligation to:

1. Permit the use of a service animal on District property, including school campuses, and sports field(s)/stadium(s);
2. Ensure the District does not, directly or through contractual arrangement, discriminate against an individual with a disability who uses a service animal; and,
3. Provide for the prompt and equitable resolution of grievances/complaints of discrimination on the basis of disability.

If during the District's review, the District identifies deficiencies in its Policies and/or Terms, it will take action to revise the Policies and/or Terms to correct the deficiency.

B. Publication and Dissemination. Within thirty (30) calendar days of receiving OCR approval of the Policies and Terms under Reporting Requirement (I)(1), the District will publish and disseminate the:

1. Policies to all District staff using its standard method(s) for disseminating new information which affects the District's students and staff;
2. Policies to the community using its standard method(s) for notifying community members (*e.g.*, parents, guardians, community members, etc.) of information which may affect members of the public who attend events on District property; and,
3. Terms to all staff who participate in the process of negotiating or implementing a rental agreement.

¹ See 34 C.F.R. §§ 104.4(a)-(b).

² See 28 C.F.R. §§ 35.130 and 136.

Reporting Requirement (I)(1): Within sixty (60) calendar days of signing the Agreement, the District will provide a copy of the Policies and Terms, drafted according to Paragraph (I)(A), to OCR for review and approval. The District will promptly and fully address feedback, if any, from OCR until it receives OCR's approval.

Reporting Requirement (I)(2): Within fifteen (15) calendar days of publishing and disseminating the approved Policies and Terms, the District will provide documentation to OCR demonstrating its compliance Paragraph (I)(B). The District will promptly and fully address feedback, if any, from OCR until it receives OCR's approval of the publication and dissemination of the revised Policies and Terms, and notification from OCR that no further reporting is required under Paragraph (I).

II. Training. The District will develop and provide training to District staff who interact with the public, specifically including, but not limited to: i) any staff who participate in the process of negotiating or implementing a rental agreement, and ii) athletic director(s). The training, which may be provided by digital instruction, will include, but need not be limited to, the following:

- A.** The District's obligation to permit the use of a service animal on District property by an individual with a disability, consistent with the requirements of Section 504 and Title II, including:
 - 1. The definition of a service animal;
 - 2. Examples of service animal tasks;
 - 3. Allowable inquiries regarding service animals;
 - 4. Examples of inquiries staff are not permitted make, including:
 - a. the nature of the individual's disability;
 - b. documentation or proof of registration, licensure, or certification of the service animal; and,
 - c. demonstration of the service animal's task(s); and,
 - 5. Explanation of the limited circumstances under which the District may ask for the removal of a service animal;
- B.** The prohibition against disability discrimination, including the prohibition against:
 - 1. affording an individual with a disability an opportunity to participate in or benefit from the aid, benefit, or service provided by the District that is not equal to that afforded others (*e.g.*, prohibited segregation, etc.);
 - 2. providing different or separate aids, benefits, or services to individuals with disabilities or to any class of individuals with disabilities than is provided to others unless such action is necessary to provide qualified individuals with disabilities with aids, benefits, or services that are as effective as those provided to others; and,
 - 3. otherwise limiting an individual with a disability in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving the aid, benefit, or service;
- C.** The Policies and Terms, as approved by OCR; and,
- D.** The contact information for the District's staff member responsible for receiving and investigating allegations of discrimination on the basis of disability.

Reporting Requirement (II)(1): Within thirty (30) calendar days of receiving OCR's approval under Reporting Requirement (I)(1), the District will provide to OCR a copy of the proposed training materials and the names and qualifications of the trainer(s) the District proposes to use to fulfill the requirements in Paragraph (II). The District will promptly and fully address feedback, if any, from OCR until it receives OCR's approval of the training materials and proposed trainer(s) and no further reporting is required for Reporting Requirement (II)(1).

Reporting Requirement (II)(2): Within forty-five (45) calendar days of receiving OCR's approval under Reporting Requirement (II)(1), the District will provide to OCR documentation which demonstrates the training has been completed. The documentation will include, but is not limited to: the date(s) of the training(s); a list of individuals, by name and title, who attended the training(s); a list of individuals, by name and title, who were unable to attend the training(s) and a plan to ensure training is provided; and, a copy of the final training materials distributed to attendees. The District will promptly and fully address feedback, if any, from OCR until it receives notification from OCR that no further reporting is required for Reporting Requirement (II)(2) or for Paragraph II.

III. Signage.

A. Removal. The District will identify and remove all signage on the XX High School (School) campus, including its sports field(s) and/or stadium(s), which either conflict with or do not accurately represent the requirements pursuant to Section 504 and Title II regarding the use of service animals by individuals with disabilities.

B. Replacement. If the District elects to replace any of the signage identified and removed in Paragraph III(A) or install new signage related to the use of service animals by individuals with disabilities on District property, the District will ensure the signage properly complies with the requirements of Section 504 and Title II.

Reporting Requirement (III)(1): Within thirty (30) calendar days of signing the Agreement, the District will provide to OCR evidence (*i.e.*, pictures, photos, narrative description with assurance, etc.) of the removal of all signage identified in accordance with the requirements in Paragraph (III)(A). The District will promptly and fully address feedback, if any, from OCR until it receives notification from OCR that no further reporting is required for Reporting Requirement (III)(1).

Reporting Requirement (III)(2): If, within ninety (90) calendar days of signing the Agreement, the District elects to replace or install new signage, as provided in Paragraph (III)(B), the District will provide photos of the signage to OCR. If the District has not replaced or installed new signage within ninety (90) calendar days, the District will provide to OCR a written assurance that the consideration and future installation of new signage related to the use of service animals by individuals with disabilities on District property will comply with the requirements of Section 504 and Title II. The District will promptly and fully address feedback, if any, from OCR until it receives notification from OCR that no further reporting is required under Reporting Requirement (III)(2) or for Paragraph III.

The District understands that by signing this Agreement, it agrees to provide the foregoing 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 and is in compliance with Section 504 and its implementing regulations at 34 C.F.R. Part 104 and Title II of the ADA and its implementing regulations at 28 C.F.R. Part 35, which were at issue in this case. Upon completion of the obligations under this Agreement, OCR shall close and dismiss this case.

The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Section 504 and its implementing regulations at 34 C.F.R. Part 104 and Title II of the ADA and its implementing regulations at 28 C.F.R. Part 35, which were at issue in this Complaint.

The District 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 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 HIGLEY UNIFIED SCHOOL DISTRICT:

/s/ _____
Dr. Dawn Foley, Superintendent

02/13/2023 _____
Date