

**RESOLUTION AGREEMENT**  
**Eaton School District RE-2**  
**OCR Case No. 08-23-1325**

The United States Department of Education (Department), Office for Civil Rights (OCR) and the Eaton School District RE-2 (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.) § 794, and its implementing regulation at 34 Code of Federal Regulations (C.F.R.) Part 104, which prohibit discrimination on the basis of disability by recipients of federal financial assistance; 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 public entities.

**I. Individual Remedy.**

- A. **Invitation.** The District will provide the Complainant a written invitation (Invitation) to request the presence of a service animal on campus with the Student.

The Invitation will include a copy of the following Board Policies:

1. ADG (Animals in District Facilities and Vehicles);
2. AC (Nondiscrimination/Equal Opportunity);
3. AC-R1 (Nondiscrimination/Equal Opportunity – Complaint and Compliance Process);
4. AC-E-1 (Nondiscrimination/Equal Opportunity); and,
5. AC-E-2 (Nondiscrimination/Equal Opportunity – Complaint Form).

The Invitation will include only the appropriate questions the District is permitted to ask about service animals and will refer the Complainant to the U.S. Department of Justice – Civil Rights Division's (DOJ's) websites for additional information (<https://www.ada.gov/resources/service-animals-2010-requirements/> and <https://www.ada.gov/resources/service-animals-faqs/>). The Invitation will inform the Complainant that she may submit a complaint of discrimination to the District, pursuant to Board Policies AC, AC-R1, AC-E-1, and AC-E-2, should she have concerns of discrimination, presently or in the future.

The District may provide a reasonable period of time for the Complainant to respond to the Invitation, to be no less than thirty (30) calendar days after the Invitation is issued; however, the District must also explain that the Complainant may inquire about a service animal and/or submit a complaint of discrimination in the future, regardless of the time period provided.

- B. **Response.** If, after issuing the Invitation and within the reasonable time period provided, the Complainant submits a written request that a service animal accompany the Student in the District's facilities, the District will:

1. determine whether the animal is allowed in the District's facilities pursuant to Title II, Section 504, and the District's Board policies. In making its determination, the District staff 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. District staff may ask (i) if the animal is required because of a disability and (ii) what work or task the animal has been trained to perform. District staff shall not require documentation, such a proof that the animal has been certified, trained or licensed as a service animal; and,
2. provide a written response (Response) to the Complainant explaining the District's decision.

The District will not make a determination, pursuant to Paragraph II.B.1, or provide the Response, pursuant to Paragraph II.B.2., until the staff have completed the required training under Paragraph II.

If the District approves the presence of the service animal, the Response will include a statement of the District's decision and its expectations (*e.g.*, start date, vaccination records, service animal must be under the control of the Student at all times, etc.).

If the District declines to permit the animal in its facilities, the Response will include an explanation of the District's decision and why the animal is being excluded. The District may include a copy of its relevant Board Policies, if appropriate.

**Reporting Requirement I.1.** Within fifteen (15) calendar days of the signing of the Agreement, the District will provide OCR with a copy of the draft Invitation the District proposes to use to fulfill the requirements of Paragraph I.A. The District will promptly and fully address feedback, if any, from OCR until it receives OCR's approval of the Invitation and no further reporting is required for Reporting Requirement I.1.

**Reporting Requirement I.2.** Within fifteen (15) calendar days of receiving OCR's approval of the draft Invitation, the District will provide OCR with documentation demonstrating that the Invitation was issued to the Complainant, as required by Paragraph I.A., including a copy of the documents provided and documentation of delivery (*e.g.*, email, certified mail, etc.). The District will promptly and fully address feedback, if any, from OCR until it receives notice from OCR that no further reporting is required for Reporting Requirement I.2.

**Reporting Requirement I.3.** Within forty-five (45) calendar days of receiving OCR's approval of the Invitation for Reporting Requirement I.1., the District will provide OCR with documentation demonstrating that it provided a Response, as required by Paragraph I.B. If the Complainant does not submit a request, the District may provide a written statement of this to OCR in lieu of documentation. 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 I.2. or Paragraph I.

**II. Training – Service Animals.** The District will develop and provide training to all staff

involved in the consideration and approval process regarding service animals in District facilities, including, but not limited to, the Superintendent, Director of Student Services, and all site-level principals. 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;
- B. Board Policies ADG (Animals in District Facilities and Vehicles), AC (Nondiscrimination/Equal Opportunity), AC-R1 (Nondiscrimination/Equal Opportunity – Complaint and Compliance Process), AC-E-1 (Nondiscrimination/Equal Opportunity), and AC-E-2 (Nondiscrimination/Equal Opportunity – Complaint Form);
- C. A directive that, when District staff make a determination regarding a request to have a service animal in District facilities, District staff:
  - 1. 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, including (i) if the animal is required because of a disability and (ii) what work or task the animal has been trained to perform; and,
  - 2. shall not require documentation, such as proof that the animal has been certified, trained or licensed as a service animal.
- D. Examples of:
  - 1. inquiries staff are permitted to ask when the District has received a request for a service animal at a District facility;
  - 2. the provision of a free appropriate public education to students with a disability;
  - 3. inquiries staff are not permitted to make when the District has received a request pursuant to Board Policy ADG;
  - 4. examples of when an animal must be allowed onto the District's facilities;
  - 5. instances when an animal may be excluded from the District's facilities; and,
  - 6. the limited circumstances when the District may ask for the removal of a service animal;
- E. Review of the DOJ's *Frequently Asked Questions about Service Animals and the ADA* (<https://www.ada.gov/resources/service-animals-faqs/>); and,
- F. 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 fifteen (15) calendar days of signing the Agreement, the District will provide OCR with 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 of 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 fifteen (15) calendar days of receiving OCR's approval of the training materials and trainer under Reporting Requirement II.1., the District will provide OCR with documentation which demonstrates that 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 Paragraph II.

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. 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 Title II, 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 DISTRICT:**

\_\_\_\_\_  
/s/  
Mr. Jay Tapia, Superintendent

\_\_\_\_\_  
09/18/2023  
Date