

Resolution Agreement
Antelope Valley Union High School District
OCR Case No. 09-16-7004

The Antelope Valley Union High School District (District) agrees to implement this Resolution Agreement (Agreement) to resolve the issues investigated and concerns and violations identified in the above-referenced complaint filed with the U.S. Department of Education Office for Civil Rights (OCR) under Title II of the Americans with Disabilities Act of 1990 (“Title II”) and that statute’s implementing regulations at 28 C.F.R. Part 35, and Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and that statute’s implementing regulations at 34 C.F.R. Part 104.

A. Revision of Animals at School Policy.

1. The District will revise BP/AR 6163.2, Animals at School, as follows:
 - a. The District will revise AR 6163.2, Use of Animals for Instruction Purposes, to state that this policy does not apply to individuals with disabilities accompanied by service animals, even if the service animal is also brought to school for instructional purposes.
 - b. The District will revise AR 6163.2, Use of Service Animals by Individuals with Disabilities, to include the following definition of “service animal” and other related concepts –
 - i. **Definition:** “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.

- ii. **General:** Generally, the District will modify its policies, practices, or procedures to permit the use of a service animal by an individual with a disability.
- iii. **Removal of a Service Animal:** The District may ask an 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.
- iv. **If an animal is properly excluded.** If the District properly excludes a service animal under § A(1)(b)(iii) above, 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.
- v. **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 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).
- vi. **Care or supervision.** A public entity is not responsible for the care or supervision of a service animal.
- vii. **Inquiries.** The District 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 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 will 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).
- viii. **Access to areas of the District.** Individuals with disabilities must be permitted to be accompanied by their service animals in all areas of the

District's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go.

- ix. **Surcharges.** The District 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 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.
- x. **Miniature horses.**
 1. Reasonable modifications. The District must make reasonable modifications in policies, practices, or 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.
 2. Assessment factors. In determining whether reasonable modifications in policies, practices, or procedures can be made to allow a miniature horse into a specific facility, the District 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.
 3. Other requirements. Paragraphs (i) through (ix) of this section, which apply to service animals, also apply to miniature horses.
- xi. **Questions.** Questions about this policy may be directed to:
Director of Student Services
Antelope Valley Union High School District
548 W. Lancaster Blvd.,
Lancaster, California 93534-2571

(661) 729-2321

- xii. **Complaints.** Complaints alleging violation of this policy will be governed by BP/AR 1312.3, Uniform Complaint Procedures (UCP), which can be found online at www.gamutonline.net/district/antelopevalley/displayPolicy/727690/1 and www.gamutonline.net/district/antelopevalley/displayPolicy/727691/1).
2. The District will discontinue use of E 6163.2, Request for Use of Service Animal in School District Facilities for individuals with disabilities who have a service animal as defined herein.
3. The District will post and provide notice of the revised BP/AR 6163.2. Such notice must include providing a copy of the revised policy to all school site administrators and staff, posting the revised policy on the District's website, and referencing them in the Student Handbook.
4. The District will draft a guidance memorandum to all District staff which will include clear information about the use of service animals at school.
5. Reporting Requirements.
 - a. Within 14 days of this Agreement, the District will submit its draft revised BP/AR 6163.2 to OCR for review and approval.
 - i. Within 30 days of OCR approval, the District will provide documentation showing that it has adopted the revised policy.
 - b. Within 14 days of the District's adoption of the revised policy, the District will provide to OCR for review and approval a draft of the notice and the staff guidance memorandum.
 - i. Within 14 days of OCR's approval of the notice and staff guidance memorandum, the District will provide OCR with a copy of the final notice and memorandum, and documentation to show that they were distributed to all staff in the District.

B. Training.

1. The District shall provide District administrators, including all administrators for school sites within the District, as well as the Assistant Superintendent for and Directors, Coordinators and other managers within the District's Student Services Department, with training concerning the use of service animals. The District shall

ensure that its administrators are trained within 90 days of the District's adoption of the revised BP/AR 6163.2.

2. Reporting Requirements.

- a. Within 30 days of signing this Agreement, the District will provide to OCR for review and approval a copy of the training agenda, the names and qualifications of the trainer(s), and a copy of the training materials.
- b. Within 14 days of completion of the above training, the District will provide OCR with documentation of completion. This documentation is to include (1) the name(s) and title(s) of the trainer(s); (2) the date(s) of the trainings; (3) a copy of the final agenda and materials used at each of the trainings; (4) a list of the participants including names and titles; and (5) the District's 2017-2018 list of administrators and Student Services Department managers.

C. Monitoring.

1. 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 Title II and its implementing regulation, which was at issue in this case.
2. The District understands that OCR will not close the monitoring of this Agreement until such time that OCR determines that the District has fulfilled the terms of this Agreement and is in compliance with Title II and its implementing regulations.
3. 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.

ANTELOPE VALLEY UNION HIGH SCHOOL DISTRICT

By: _____/s/_____
Superintendent

Date: 05/04/2017