

Effectively, Legally Providing Services Under the ADA

**Americans With Disabilities Act
and the Recreation and Parks Profession**

Presenters

Wally Majors, CPRP
Recreation & Parks Director
City of Boynton Beach

“Boone”
Official Therapy Dog
City of Boynton Beach



Presenters

Lorri Volkman, PhD, Co-founder
& Director of Service Dog Training
Dogs 4 People Organization, Inc.

“Gideon”

Lorri’s former Service Dog



Presenters

Debbie Majors, CPRP
ADA Coordinator
City of Boynton Beach

Nicholas
ADA is a Civil Rights Law



Learning Objectives

- * Explore the [ADA.gov](https://www.ada.gov) website – a valuable resource!
- * Know what is legally required of a person using a service dog and be able to identify characteristics of a service dog vs. a pet or companion dog.
- * Review case law from other agencies to gain a better understanding on how to review and revise current policies.

Americans With Disabilities Act

Five Titles of the ADA:

- * Title I – Employment (employers with 15 or more employees)
- * Title II – State and Local Governments
- * Title III – Public Accommodations (Commercial Rec.)
- * Title IV – Telecommunications
- * Title V – Miscellaneous Provisions (applies to all titles)



Information and Technical Assistance on the Americans with Disabilities Act

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- New on ADA.gov
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Letter of Findings (posted 6/17/15)
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- Amtrak | PDF

Letter of Findings (posted 6/10/15)
- ADA Update: A Primer for State and Local Governments | PDF

Title II Technical Assistance (posted 6/8/15)
- Pennington County, South Dakota

Project Civic Access Agreement (posted 6/1/15)
- Celebrating Access Today: 25th Anniversary Year of the Americans with Disabilities Act

The Justice Blog (posted 5/27/15)
- Augusta County, VA, Polling Place Accessibility

Letter of Findings (posted 5/20/15)
- Advanced Cosmetic Surgery of New York

Complaint (posted 5/15/15)

ADA

1990 2015

25

Advancing Equal Access!

The Americans with Disabilities Act celebrates 25 years of removing barriers and empowering people.

INTRODUCTION TO THE ADA

Publications and videos that answer these questions and more: What is the ADA? Who is a person with a

Featured Topics

U.S. Department of Justice Civil Rights Division

ADA 25th Anniversary

Service Animals

Overview

- Beginning on March 15, 2017, only dogs are recognized as service animals under title II and III of the ADA.
- A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability.
- Generally, title II and title III entities must permit access to service animals that are well behaved in all areas where members of the public are allowed to go.

How "Service Animal" is Defined

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, warning and protecting a person who is having a seizure, reminding a person with memory impairment to take prescribed medication, turning on/off a light, retrieving items from a table, etc. Service animals are not pets. The work or tasks a dog has been trained to perform must be directly related to the person's disability. Dogs whose sole function is to provide comfort or protection to the individual are not service animals under the ADA.

Service Animals



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ADA Technical Assistance Materials

[TEXT OF THE ADA
As Amended](#)[PDF](#)[2010 Regulations](#)[Technical
Assistance
Publications](#)[1991 Regulations](#)[Publications of
General Interest](#)[Title II: Materials
Specifically for
State & Local
Governments](#)

2010 REGULATIONS

TECHNICAL ASSISTANCE PUBLICATIONS

[ADA Update: A Primer for State and Local Governments](#) | [PDF](#) An illustrated guide to help State and local government officials understand the requirements of the 2010 ADA regulations. (2015)

[Frequently Asked Questions on Effective Communication for Students with Hearing, Vision, or Speech Disabilities in Public Elementary and Secondary Schools](#) | [PDF](#)

This 30-page document, issued jointly by the Justice Department and the U.S. Department of Education, explains public schools' responsibilities under the Americans with Disabilities Act and the Individuals with Disabilities Education Act to meet the communication needs of students with hearing, vision, or speech disabilities. (2014)

[Fact Sheet](#) | [PDF](#) | [en español](#)

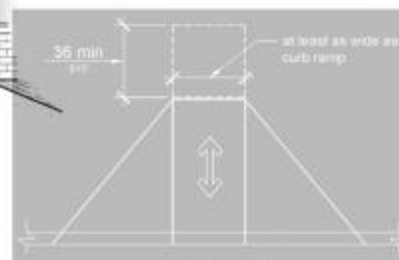
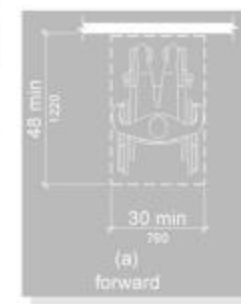
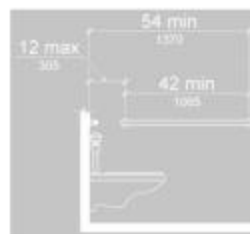
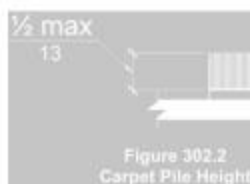
Americans with Disabilities Act

ADA Update:

A Primer for State and Local Governments



Figure 703.7.2.2
International Symbol of TTY



Service Animal

“Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.”



Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, calming a person with PTSD during an anxiety attack, or performing other duties.

Definition

- * The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support **do not** qualify as service animals under the ADA.
- * This definition does not affect or limit the broader definition of “assistance animal” under the Fair Housing Act or the broader definition of “service animal” under the Air Carrier Access Act.
- * See U.S. Dept. of Justice FAQ's in the session handouts.

The ADA does not require service animals to be certified, licensed, or registered as a service animal. Nor are they required to wear service animal vests or patches, or to use a specific type of harness.

There are individuals and organizations that sell service animal certification or registration documents to the public. The Department of Justice does not recognize these as proof that the dog is a service animal under the ADA.



2015 legislation

CS/HB71 – Service Animals

Florida Statute 413.08

- * Redefines “service animal” for purposes of public accommodations - limits to dog (with provisions for miniature horse)
- * Title III requires public accommodations to modify their policies to accommodate the use of a service animal



2015 Florida Legislation

Penalties

- * Creates a second-degree misdemeanor for a person who knowingly and willfully misrepresents that he or she is qualified to use a service animal or is a trainer of service animals. Plus 30 hours of community service with an organization that serves individuals with disabilities.
- * The same penalties apply to public accommodations who interfere with the right of an individual with a disability or service animal trainer.

How do I know I'm doing the right thing?

- * **Follow the law (ADA Title II)**

In situations where it is not apparent that the dog is a service animal, a public entity may only ask two questions:

- * 1. Is the animal required because of a disability?
- * 2. What work or tasks has the animal been trained to perform?

Public entities may not ask about the nature or extent of an individual's disability.



The law says...

Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices.

In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Watch the Dog



- The handler must have control of the dog at all times.
- Dog should not be barking, wandering, sniffing other people, jumping up on people, sitting in chairs...
- *A service animal develops a very strong bond with their handler and is focused on him or her nearly exclusively. They are working; they are assisting that individual.*

What if...

- * A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. The handler is responsible for clean up.
- * When there is a legitimate reason to **ask that a service animal be removed**, staff must offer the person with the disability the opportunity to obtain goods or services without the animal's presence.

Quiz

What is wrong with this picture?







Enforcement

The screenshot displays the ADA.gov website in a web browser. The browser's address bar shows the URL www.ada.gov/enforce_current.htm. The website's header features the ADA.gov logo, the text "Information and Technical Assistance on the Americans with Disabilities Act", and a search bar labeled "Search ADA.gov". Below the header is a navigation menu with four tabs: "Law / Regulations", "Design Standards", "Technical Assistance Materials", and "Enforcement". The "Enforcement" tab is selected. On the left side of the page, there is a sidebar with links to "Title I Employment", "Title II State & Local Governments", "Title III Public Accommodations & Commercial Facilities", "Section 504", "Cases and Matters before 2006", and "Enforcement". The main content area is titled "ADA Enforcement" and contains two paragraphs of text. The first paragraph explains that cases are categorized by the title of the ADA under which the respondent is covered (e.g., Employment, Title I: State and Local Governments, Title II) and listed in alphabetical order under each category header. The second paragraph explains that cases can be sorted by type of document (e.g., settlement agreement, brief) and listed in reverse chronology (most recent first) by going to "Enforcement Activities". Below the text is a section titled "Cases 2006 - Present" with a sub-header "TITLE I". Under "TITLE I", there are two entries: "HIV/AIDS -- HIV/AIDS Litigation" and "Baltimore County, MD Consent Decree -- re: discriminatory practices of, among other things, requiring employees to submit to medical examinations and disability-related inquiries without a proper reason, and by". The browser's taskbar at the bottom shows various application icons and the system clock indicating 9:51 AM on 6/22/2015.

ADA.gov
United States Department of Justice
Civil Rights Division

Information and Technical Assistance
on the Americans with Disabilities Act

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Law / Regulations Design Standards Technical Assistance Materials **Enforcement**

ADA Enforcement

The cases and matters on this page are categorized by the title of the ADA under which the respondent is covered (e.g., Employment, Title I: State and Local Governments, Title II) and then listed in alphabetical order under each category header. Use the links at the left to jump to cases under specific titles of the ADA or just scroll through the page for the entire list.

To find cases and matters sorted by type of document (e.g., settlement agreement, brief) and listed in reverse chronology (most recent first), go to [Enforcement Activities](#).

Cases 2006 - Present

TITLE I

HIV/AIDS -- HIV/AIDS Litigation

Baltimore County, MD Consent Decree – re: discriminatory practices of, among other things, requiring employees to submit to medical examinations and disability-related inquiries without a proper reason, and by

Settlement Agreement

Access for Individuals with Disabilities

Settlement Agreement between United States of
America, Dragon City I, Inc. and Yi Xiang Ou.

DJ#202-3-21

Agreement under Title III (public accommodation)
Dragon City is a public restaurant

Ms. Everett and her neighbor friend had been refused
service and asked to leave Dragon City because
Ms. Everett was accompanied by her service animal.

Investigation & Enforcement

- * The United States investigation found that Ms. Everett was denied equal access to goods and services
- * Both parties decided not to go to litigation
- * Dragon City and Yi Xiang Ou shall within 15 days adopt, maintain and enforce “**Policy Regarding Service Animals For People With Disabilities**”, included in the settlement agreement; posting, training and providing employees a copy which they will sign acknowledging that they understand and agree to abide.
- * Within 30 days post signs at entry (braille as well)
- * Pay a civil penalty of Ms. Everett \$2,500 for damages

Settlement Agreement school child's service animal

Settlement Agreement between the
United States of America and Deltran Township School District
DJ# 204-48-284

- * Complainant is the parent of an 8-year old child who was a student in the School District during the 2012-13 school year.
- * The child has several disabilities, including autism, developmental coordination disorder, and encephalopathy.
- * Complainant alleged that the School District refused to permit the child to be accompanied in school by his service animal when the Complainant is present as the dog's handler.

Investigation

- * The School District does not have a policy that specifically addresses service animal requests under title II of the ADA.
- * Over at least a six-month period, the School District lodged a series of unnecessary and burdensome requests for information and documentation, some of which were redundant and others of which were outside the scope of permitted inquiry as set forth in the ADA Regulations.
- * i.e., student allergies, fear of dogs, dog having contagious disease, didn't have time to prepare for the presence of an animal on bus, mother would need to follow field trip bus with dog in her car.

Enforcement

- * Within **45 days** the school district shall submit to the United States, for review and approval, amended policies, practices, and procedures, regarding service animal inquiries, access to facilities, reasonable modifications, and evaluation process.
- * Upon approval, within **15 days** publish an announcement of and description of its ADA service animal policy on its website's homepage
- * Within **60 days** train all Principals, Assistant Principals, School Psychologists, Pupil Personnel Directors, Teachers, Child Study Team Members, and any other staff members that work closely with, or participate in decisions involving students with disabilities pursuant to title II of the ADA. The School District shall provide such training on an annual basis for the term of this Agreement.

Enforcement

- * The School District shall maintain written records of all service animal-related requests received from individuals.
- * Pay damages to the complainant of \$10,000.00
- * The United States can review this Agreement or Title II compliance at any time, if issues found and not corrected within 20 days, the United States may institute a civil action to enforce the Agreement or Title II of the ADA.

Learn From and Teach Others



- * Recreation Centers
- * After-School Programs
- * Summer Camps

- * Know the law
- * Create a policy – ADA.gov Settlement Agreements
- * Create awareness, post policies, train staff, connect to others.
- * City of Jacksonville <http://www.coj.net/departments/parks-and-recreation/disabled-services/ada-coordinator.aspx>

Resources

- * www.ada.gov
Americans with Disabilities Act (official website)
Toll-free ADA Information Line at 1-800-514-0301 or 1-800-514-0383 (TDD).
- * www.adata.org
ADA National Network: training, information and guidance
- * www.fttri.org/floridarelay
Connects individuals who are Deaf, Hard of Hearing, Deaf/Blind, or Speech Disabled to standard (voice) telephone users. Dial 711
- * www.nrpa.org
Discussions on summer day camps, contracted instructors, transporting youth, little league sports agreements, training for afterschool staff
- * www.floridacils.org (15 organizations geographically throughout the state)
Center for Independent Living – promoting independence for people with disabilities, a great local resource for staff awareness info/training.
- * See Session Handouts for additional helpful information.

Questions?

Contact us:

- Wally Majors, CPRP majorsw@bbfl.us
Recreation & Parks Director, City of Boynton Beach
(561) 742-6255
- Lorri Volkman, PhD Co-founder & Director of Service Dog Training
Dogs 4 People Organization, Inc. dba Dogs 4 Disabled Veterans
(954) 254-2160 lorrivolkman@dogs4disabledveterans.org
- Debbie Majors, CPRP majorsd@bbfl.us
ADA Coordinator, City of Boynton Beach
voice (561) 742-6241 Relay Service 711 or 1-800-955-8771 (TTY)

Select Year:

The 2014 Florida Statutes

[Title XXX](#)
SOCIAL WELFARE

[Chapter 413](#)
VOCATIONAL REHABILITATION

[View Entire Chapter](#)

413.08 Rights of an individual with a disability; use of a service animal; discrimination in public employment or housing accommodations; penalties.—

(1) As used in this section and s. [413.081](#), the term:

(a) “Housing accommodation” means any real property or portion thereof which is used or occupied, or intended, arranged, or designed to be used or occupied, as the home, residence, or sleeping place of one or more persons, but does not include any single-family residence, the occupants of which rent, lease, or furnish for compensation not more than one room therein.

(b) “Individual with a disability” means a person who is deaf, hard of hearing, blind, visually impaired, or otherwise physically disabled. As used in this paragraph, the term:

1. “Hard of hearing” means an individual who has suffered a permanent hearing impairment that is severe enough to necessitate the use of amplification devices to discriminate speech sounds in verbal communication.

2. “Physically disabled” means any person who has a physical impairment that substantially limits one or more major life activities.

(c) “Public accommodation” means a common carrier, airplane, motor vehicle, railroad train, motor bus, streetcar, boat, or other public conveyance or mode of transportation; hotel; lodging place; place of public accommodation, amusement, or resort; and other places to which the general public is invited, subject only to the conditions and limitations established by law and applicable alike to all persons.

(d) “Service animal” means an animal that is trained to perform tasks for an individual with a disability. The tasks may include, but are not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting a person who is having a seizure, retrieving objects, or performing other special tasks. A service animal is not a pet.

(2) An individual with a disability is entitled to full and equal accommodations, advantages, facilities, and privileges in all public accommodations. This section does not require any person, firm, business, or corporation, or any agent thereof, to modify or provide any vehicle, premises, facility, or service to a higher degree of accommodation than is required for a person not so disabled.

(3) An individual with a disability has the right to be accompanied by a service animal in all areas of a public accommodation that the public or customers are normally permitted to occupy.

(a) Documentation that the service animal is trained is not a precondition for providing service to an individual accompanied by a service animal. A public accommodation may ask if an animal is a service animal or what tasks the animal has been trained to perform in order to determine the difference between a service animal and a pet.

(b) A public accommodation may not impose a deposit or surcharge on an individual with a disability as a precondition to permitting a service animal to accompany the individual with a disability, even if a deposit is routinely required for pets.

(c) An individual with a disability is liable for damage caused by a service animal if it is the regular policy and practice of the public accommodation to charge nondisabled persons for damages caused by their pets.

(d) The care or supervision of a service animal is the responsibility of the individual owner. A public accommodation is not required to provide care or food or a special location for the service animal or assistance with removing animal excrement.

(e) A public accommodation may exclude or remove any animal from the premises, including a service animal, if the animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a service animal. If a service animal is excluded or removed for being a direct threat to others, the public accommodation must provide the individual with a disability the option of continuing access to the public accommodation without having the service animal on the premises.

(4) Any person, firm, or corporation, or the agent of any person, firm, or corporation, who denies or interferes with admittance to, or enjoyment of, a public accommodation or otherwise interferes with the rights of an individual with a disability or the trainer of a service animal while engaged in the training of such an animal pursuant to subsection (8), commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(5) It is the policy of this state that an individual with a disability be employed in the service of the state or political subdivisions of the state, in the public schools, and in all other employment supported in whole or in part by public funds, and an employer may not refuse employment to such a person on the basis of the disability alone, unless it is shown that the particular disability prevents the satisfactory performance of the work involved.

(6) An individual with a disability is entitled to rent, lease, or purchase, as other members of the general public, any housing accommodations offered for rent, lease, or other compensation in this state, subject to the conditions and limitations established by law and applicable alike to all persons.

(a) This section does not require any person renting, leasing, or otherwise providing real property for compensation to modify her or his property in any way or provide a higher degree of care for an individual with a disability than for a person who is not disabled.

(b) An individual with a disability who has a service animal or who obtains a service animal is entitled to full and equal access to all housing accommodations provided for in this section, and such a person may not be required to pay extra compensation for the service animal. However, such a person is liable for any damage done to the premises or to another person on the premises by such an animal. A housing accommodation may request proof of compliance with vaccination requirements.

(7) An employer covered under subsection (5) who discriminates against an individual with a disability in employment, unless it is shown that the particular disability prevents the satisfactory performance of the work involved, or any person, firm, or corporation, or the agent of any person, firm, or corporation, providing housing accommodations as provided in subsection (6) who discriminates against an individual with a disability, commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

(8) Any trainer of a service animal, while engaged in the training of such an animal, has the same rights and privileges with respect to access to public facilities and the same liability for damage as is provided for those persons described in subsection (3) accompanied by service animals.

History.—s. 1, ch. 25268, 1949; s. 1, ch. 61-217; s. 361, ch. 71-136; s. 1, ch. 71-276; s. 1, ch. 73-110; s. 1, ch. 74-286; s. 1, ch. 77-174; s. 19, ch. 77-259; s. 178, ch. 79-400; s. 1, ch. 82-111; s. 73, ch. 83-218; s. 60, ch. 85-81; s. 1, ch. 87-312; s. 1, ch. 89-317; s. 1, ch. 90-8; s. 1, ch. 91-94; s. 1, ch. 93-18; s. 57, ch. 97-103; s. 1, ch. 98-19; s. 3, ch. 2002-176; s. 1, ch. 2005-63.

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What is a Service Dog?

The Americans with Disabilities Act (ADA) defines Service Dogs as dogs that are individually trained to do work or perform tasks for people with disabilities. (Some state and local laws define service dogs more broadly than the ADA.)

There are different types of service dogs: guide dogs for the blind, hearing dogs, mobility dogs, medical alert dogs, medical assistance dogs, and psychiatric service dogs.

Service dogs undergo extensive training to perform their jobs.

Service dogs perform a variety of different tasks.

Service dogs are not pets. Do not pet, talk to, or distract a working service dog.

The only types of animals recognized by the ADA as trained to do work/perform tasks for people with disabilities are dogs and miniature horses.



Service dogs can be any breed or size. While larger dogs such as Labradors are commonly used as guide and mobility dogs, smaller dogs can also be service dogs.

Service dogs often (but not always) wear special harnesses or vests with patches identifying them as service, guide, or medical alert dogs.

A service dog is expected to behave in accordance with strict standards, and its handler is expected to adhere to service dog handler etiquette.

Under the ADA, service dogs are allowed access to any place that is open to the public, however can be asked to leave if not under control.

A service dog must be accompanying a disabled person in order to be granted access – the ADA protects the rights of the disabled handler, not the dog. (Remember, not all disabilities are apparent to others.)

SETTLEMENT AGREEMENT
REGARDING ACCESS FOR INDIVIDUALS WITH DISABILITIES
TO
DRAGON CITY I, INC.
DJ# 202-3-21

I. BACKGROUND

1. The parties to this Settlement Agreement are the United States of America, Dragon City I, Inc. ("Dragon City"), and Yi Xiang Ou. Dragon City is an Alabama corporation which operates a privately owned restaurant located at 28611 U.S. Highway 98, Daphne, Alabama 36526. Yi Xiang Ou is the sole owner, shareholder, member or manager of the restaurant.

2. This Agreement is reached under Title III of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§12181 *et seq.* and its implementing regulation, 28 C.F.R. Part 36, to resolve an investigation initiated by the United States Attorney's Office for the Southern District of Alabama after it was informed by Ms. Mamie Louise Everett (a resident of Fairhope, Baldwin County, Alabama; herein, "Ms. Everett") that she and her neighbor friend had been refused service and asked to leave Dragon City because Ms. Everett was accompanied by her service animal.

3. Dragon City is a place of public accommodation under 42 U.S.C. § 12181(7)(B) and 28 C.F.R. § 36.104.

II. FACTS

4. The United States found in its investigation that on Thursday, April 27, 2012, complainant Ms. Everett, accompanied by her neighbor, visited Dragon City. Because she is blind, Ms. Everett's service animal accompanied her. The dog was in working harness at all times. While inside the restaurant, Ms. Everett and her neighbor asked to be seated and were then told by the hostess "no dogs were allowed." Further, the hostess informed Ms. Everett that they must leave the premises of Dragon City. Ms. Everett informed the hostess she was blind and that the dog was her service animal. The hostess nevertheless required Ms. Everett, her neighbor, and the service dog to leave the premises.

Outside the restaurant with her growing concern, being upset, and having experienced embarrassment and humiliation, Ms. Everett telephoned the City of Daphne Police Department. A Daphne Police Department Officer was dispatched to Dragon City. The Officer explained to Dragon City representatives that the customer had the right to be accompanied by her service dog, which was trained to assist Ms. Everett because she was blind, and so long as the dog was under control and accompanied its owner. Eventually, Dragon City allowed Ms. Everett, her service dog, and her neighbor to enter the restaurant. However, they were required to sit well away from all other customers, near a service area in the restaurant. Although they ate a meal, Ms. Everett remained upset and distraught.

5. As a result of its investigation, the United States has determined that when Ms. Everett first attempted to enter the restaurant, she was denied equal access to the goods and services of Dragon City when it failed to modify its policies, practices, and procedures to permit the use of a service animal by an individual with a disability. Even though Dragon City eventually allowed Ms. Everett and her service dog to enter following intervention by the city police, she was then restricted in where she could sit and her access to the buffet was limited. Accordingly, she was further denied equal access to the goods and services of Dragon City. 42 U.S.C. §§ 12182(a) & (b); 28 C.F.R. §§ 36.201(a), 36.202, 36.302(c).

6. The parties have determined their respective interests can be met without engaging in litigation, and this Agreement is made to provide access to persons with disabilities and

avoid the costs as well as the burdens of litigation.

III. ACTIONS TO BE TAKEN BY DRAGON CITY AND YI XIANG OU

7. Consistent with the law, Dragon City and Yi Xiang Ou shall not discriminate against any individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of the Dragon City restaurant by failing to modify its policies, practices, and procedures to permit the use of a service animal by an individual with a disability.

8. Dragon City and Yi Xiang Ou shall adopt, maintain, and enforce the policy attached as [Attachment A](#) to this Settlement Agreement, which covers treatment of customers using service animals. Within 15 days after the effective date of this Agreement, Dragon City shall provide a copy of the policy in [Attachment A](#) to each employee or owner or contract worker ("staff") of Dragon City. This restaurant shall post a copy of the policy in the area of the restaurant where staff are given information on company policy (e.g., Worker's Compensation, Wage and Hour Laws, etc.). The policy will be communicated to staff in English and in any additional language(s) necessary for all staff to understand the policy.

9. Within 30 days after the effective date of this Agreement, Dragon City and Yi Xiang Ou will also develop or procure signs, not less than 6" x 12" with a font of 48, stating "This Restaurant Welcomes Customers With Disabilities Who Are Accompanied By Their Service Animals," which will also include this message in Braille. The signs will be installed next to the two entry doors of the restaurant on the latch side of the door. The signs shall be mounted so that the bottom of the upper row of letters is at a height of 60 inches from the ground.

10. Dragon City and Yi Xiang Ou shall pay damages of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) by check made payable to "Mamie Louise Everett." 42 U.S.C. § 12188(b)(2)(c). This payment will be delivered with this signed Agreement to

Assistant U.S. Attorney Gary Alan Moore, United States Attorney's Office, 63 South Royal Street, Suite 600, Mobile, Alabama 36602, for further delivery to Ms. Everett. This liability for damages is a joint and several obligation of Dragon City and Yi Xiang Ou.

11. To vindicate the public interest, Dragon City and Yi Xiang Ou shall pay a civil penalty of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) by check made payable to the "United States of America." 42 U.S.C. § 12188(b)(2)(c). This payment will be delivered with this signed Agreement to Assistant U.S. Attorney Gary Alan Moore, United States Attorney's Office, 63 South Royal Street, Suite 600, Mobile, Alabama 36602. This liability for a civil penalty is a joint and several obligation of Dragon City and Yi Xiang Ou.

12. All staff or owners who may be in contact with the public (including, but not limited to, hosts, hostesses, wait staff, bartenders, whether employees or contract workers, and similar personnel) of Dragon City shall undergo suitable training on the obligations of public accommodations to serve persons with disabilities. This training shall be concluded for current staff and Yi Xiang Ou within 30 days of the date of this Settlement Agreement. All future staff or owners shall be provided this same training within 30 days of their date of hire. The training, for purposes of this Settlement Agreement only, shall include each staff member or owner being provided a copy of the "Policy" attached hereto as [Exhibit A](#); a copy of the explanatory items attached hereto as [Exhibit B](#) ("ADA 2010 Revised Requirements for Service Animals"). If the staff member or owner does not read and comprehend the English language, Yi Xiang Ou (or future owner of Dragon City), shall arrange for this information to be communicated to that staff or owner in their respective native languages so that each staff member or owner will have a full and complete understanding. Each staff member or owner shall date, sign and print their respective names legibly on the Policy indicating their understanding and agreement to abide by the Policy adopted by Dragon City.

For the duration of this Settlement Agreement, upon the anniversary of its effective date, Yi Xiang Ou or other future owner of Dragon City will provide copies of the signed Policy forms described just above to the U.S. Attorney's Office at the address provided

herein below.

IV. ENFORCEMENT AND MISCELLANEOUS PROVISIONS

13. In consideration for this Agreement, the United States agrees to refrain from filing any civil lawsuit based on the incident that occurred April 27, 2012. The United States reserves, however, the right to file a civil lawsuit to enforce this Agreement under the terms of paragraph 14.

14. If Dragon City and/or Yi Xiang Ou fail to take any of the actions described in Section III of this Agreement under the terms and time periods specified, without obtaining sufficient advance written approval from the United States, Dragon City and Yi Xiang Ou will correct this noncompliance within 30 days of being notified of the noncompliance and shall be liable to the United States of America for a civil penalty of at least \$1,000 for each required action not taken, in addition to any appropriate compensatory damages caused by the failure to comply. Payment of the penalty shall not be the exclusive remedy of the United States upon any breach of this Settlement Agreement by Dragon City and Yi Xiang Ou.

15. Failure by the United States Department of Justice to enforce this entire Agreement, or any provision thereof, with regard to any deadline or any other provision will not be construed as a waiver of its right to do so for other deadlines and provisions of this Agreement.

16. This Agreement is a public document. A copy of this document, or any information contained in it, may be made available to any person.

17. This Agreement is binding on Dragon City and Yi Xiang Ou. This Agreement is also binding on any successors in interest to Dragon City and Yi Xiang Ou, and each has a duty to notify all such successors in interest.

18. This Agreement is the entire agreement between the United States of America,

Dragon City and Yi Xiang Ou. No other statement, promise, or agreement, either written or oral, made by either party or agents of either party, not in this written Agreement will be enforceable.

19. This Agreement is limited to the facts in it. This Agreement does not purport to remedy any other potential violations of the ADA or any other Federal law. This Agreement does not purport to list all violations of the Americans with Disabilities Act that may have occurred or are occurring at Dragon City.

20. The individuals signing this Agreement represent that they are authorized to bind the parties to this Agreement.

21. Notices of any kind required or contemplated under this Agreement shall be made by mailing the notice via United States Postal Service, first class certified mail, return receipt requested. Notice will be considered given on the date of receipt identified on the return receipt. Notices to the United States Attorney's Office shall be mailed to the address in the signature block below of the undersigned Assistant U.S. Attorney. Notices to Dragon City and Yi Xiang Ou shall be mailed to 28611 U.S. Highway 98, Daphne, Alabama 36526.

22. Deadlines listed in this Agreement that fall on weekends or holidays will be extended to the next business day.

23. The effective date of this Agreement is the latest-dated signature below. The Agreement will remain in effect until three years after the Effective Date.

FOR THE UNITED STATES OF
AMERICA:

KENYEN R. BROWN
United States Attorney

By: _____

Date: July 3 , 2012.

Gary Alan Moore

Assistant United States Attorney

United States Attorney's Office

Southern District of Alabama

63 South Royal Street, Suite 600

Mobile, AL 36602

FOR YI XIANG OU & DRAGON CITY

I, INC.

Date: July 3 , 2012.

Yi Xiang Ou

Dragon City I, Inc.

Date: July 3 , 2012.

By: Yi Xiang Ou

Its: _____

[Cases & Matters by ADA Title Coverage](#) | [Legal Documents by Type & Date](#) | [ADA](#)

[Home Page](#)

July 6, 2011

[Press Release](#)

**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN THE UNITED STATES OF AMERICA
AND
DELRAN TOWNSHIP SCHOOL DISTRICT
DJ# 204-48-284**

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America and the Delran Township School District (School District).
2. This matter was initiated by a complaint filed with the United States Department of Justice (Department) pursuant to title II of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12131-12134. Complainant is the parent of an 8-year old child who was a student in the School District during the 2012-13 school year. The child has several disabilities, including autism, developmental coordination disorder, and encephalopathy. Complainant alleged that the School District refused to permit the child to be accompanied in school by his service animal when the Complainant is present as the dog's handler.
3. Pursuant to 28 C.F.R. § 35.190(e), the Department has exercised its discretion to retain this complaint for investigation under title II of the ADA. The Department is authorized to bring a civil action to enforce title II of the ADA where a violation is found and efforts to secure voluntary compliance are unsuccessful. 42 U.S.C. § 12133; 28 C.F.R. Part 35, Subpart F. This Agreement does not address rights and responsibilities under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et seq.; section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, or any other laws.

TITLE II

4. Title II of the ADA provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity. 42 U.S.C. § 12132; 28 C.F.R. §35.130(a). The School District is a public entity within the meaning of title II of the ADA, 42 U.S.C. § 12131, and therefore is subject to the requirements of title II, 42 U.S.C. § 12132, and its implementing regulation, 28 C.F.R. Part 35.
5. Title II of the ADA requires public entities, generally, to modify policies, practices, or procedures to permit the use of a service animal by an individual with a disability. 28 C.F.R. § 35.136(a). Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a public entity's facilities where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. 28 C.F.R. § 35.136(g). A public entity may properly exclude a service animal if (1) the dog is out of control and the animal's handler does not take effective action to control it; or (2) the dog is not housebroken (i.e. trained so that absent illness or accident, the dog controls its waste elimination). Under title II of the ADA, a public entity is not responsible for the care or supervision of a service animal. 28 C.F.R. § 35.136(e).
6. The term "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. 28 C.F.R. § 35.104
7. Under title II of the ADA, a public entity shall not ask about the nature or extent of a person's disability, but may make two inquiries to determine whether a dog qualifies as a service animal: (1) whether the dog is required because of a disability and (2) what work or task the dog has been trained to perform. Generally, a public entity may not make these inquiries about a service animal when it is readily apparent that the dog is trained to do work or perform tasks for an individual with a disability. A public entity shall not require documentation, such as proof that the dog has been certified, trained, or licensed as a

service animal. 28 C.F.R. § 35.136(f). Nor shall a public entity ask or require an individual with a disability to pay a surcharge for using a service animal. 28 C.F.R. § 35.136(h).

FINDINGS OF FACT

8. On October 5, 2012, the Complainant signaled an interest in her child being able to be accompanied by his service animal in school. In an email, Complainant wrote that she would like to keep the door open for her child to bring the service animal to school, but that she was not planning on starting right away. The child's service animal is trained to perform numerous tasks directly related to the child's disabilities. For the child's autism, the service animal is trained to prevent elopement (wandering), to disrupt stimming, and to apply deep pressure to prevent or limit meltdowns. In addition, the service animal is trained to provide mobility support for the child's core body weakness, alert others that the child is going to have a seizure, and perform search and rescue functions in the event the child wanders off.
9. On October 8, 2012, in response to the Complainant's request, the School District Psychologist asked the Complainant to submit copies of the child's medical records to document the child's need for a service animal, and indicated that the School District would need to determine whether the child is able to benefit from instruction without the service animal. The Complainant submitted documentation from the child's treatment team at The Children's Hospital of Philadelphia, explaining that the service animal is "an important part of the treatment program for [the child] in all settings, school, home, and community."
10. On October 16, 2012, the School District sent an email to the Complainant stating that a service animal would only be admitted if added to the child's Individualized Education Program (IEP) pursuant to IDEA and deemed necessary by the child's IEP team. The School District indicated that the dog would "have to be . . . absolutely essential for some specific purpose related to a specific disabling problem (i.e. what will a dog be able to do,

that is required, that school staff and program cannot).” The School District also cited concerns about student allergies, pupil fears, parental concerns, and supervision and transportation of the service animal.

11. On October 19, 2012, the Complainant objected to the School District’s assertion that IDEA offered the only process through which the child’s use of a service animal could be evaluated. The Complainant clarified that she sought her child’s use of a service animal pursuant to title II of the ADA and requested a copy of the School District’s relevant written policy. Because the District had no service animal policy at the time, no policy was provided.
12. On November 5, 2012, in a letter to the Complainant, the School District stated that the dog would not be considered under the child’s IEP, but rather, as a “general accommodation.” The School District requested that the Complainant respond to two inquiries regarding the child’s service dog: (1) Is the dog required due to [the child’s] disability; and (2) What task or work has the dog been completely trained to perform for [the child]? The District’s letter went on to state that it would be inappropriate to bring the dog onto school grounds without the School District’s approval.
13. On November 9, 2012, the Complainant submitted documents related to her son’s use of a service animal to the School District.
14. On November 21, 2012, the School District sent a letter to the Complainant; citing to state law, the School District requested additional information, including documentation of a dog license, as well as certification directly from a veterinarian that the dog is properly vaccinated and free of contagious diseases. The School District also requested - a specific response as to whether the service animal is “required due to [the child’s] disability,” and “what task or work the dog has been completely trained to perform for [the child].”
15. On December 19, 2012, the Complainant sent an email to the School District stating that the service animal is “a fully trained service animal” with “more th[a]n 500 hours of

intensive training.” The Complainant provided a list and description of tasks that the dog is trained to perform, with adult control, including behavior disruption and mobility support. The Complainant referenced Dr. Mintz’s letter stating that the service animal is medically necessary. The Complainant formally requested access for the service dog to attend school functions, trips, etc., when the Complaint is present as the service dog’s handler.

16. On January 10, 2013, the School District asked for clarification about the circumstances in which the Complainant (the child’s parent) was requesting access.
17. On February 26, 2013, the Complainant reiterated, by email to the School District, her request that the child be permitted to use the service animal at school events when the Complainant is present as the handler. The Complainant specifically referenced an upcoming class trip, in April, to an aquarium and asked whether any decision had been made regarding her previous request.
18. On March 22, 2013, the School District responded to the Complainant with a letter requesting clarification on whether, for the pending class trip, the Complainant was requesting to ride the bus with the child and service animal, or whether the Complainant was requesting permission for the child and service animal to meet the class at the aquarium for the field trip. The letter also requested additional information in response to the School District’s letter dated January 10, 2013.
19. On March 25, 2013, the Complainant responded to the School District and stated her belief that she had submitted all required documents. With regard to the pending field trip, the Complainant stated that she expected to be treated like any other chaperone and that her child would “ride the bus with his peers as there is no reason to exclude him.” The School District did not reply.
20. On April 15, 2013, the Complainant again contacted the School District seeking an answer regarding the class trip on April 18. The School District responded, by letter dated April 16, 2013, requesting verification that the service animal was licensed and a statement from

a veterinarian that the service animal does not have a contagious disease.

21. On April 17, 2013, the Complainant's advocate submitted a copy of the service animal's license as well as a letter from Mercerville Animal Hospital stating that the service animal is free of communicable diseases and parasites and is current on all required vaccinations. In a letter, dated April 17, the School District stated that the service dog (with the Complainant as handler) would not be permitted to accompany the child on the bus for the April 18 aquarium trip. The School District's articulated reason for its refusal was that it did not have adequate time to prepare for the presence of the service animal on the bus and field trip, or to address any concerns of other students and staff. As a result, the child went on the bus without his service animal while the Complainant followed the bus in her own car with the dog.
22. Internal School District emails demonstrate that School District officials considered improper factors such as generalized concerns about student allergies and fear of dogs as justification for refusing to grant the child's request for a reasonable modification.
23. The School District does not have a policy that specifically addresses service animal requests under title II of the ADA.
24. The facts establish that during the 2012-13 school year the School District never allowed the child to be accompanied by his service dog at school or during school-related activities. Over at least a six-month period, the School District lodged a series of unnecessary and burdensome requests for information and documentation, some of which were redundant and others of which were outside the scope of permitted inquiry as set forth in the ADA Regulations.
25. As a result of being separated from his service dog, the child and service animal bond was jeopardized, making implementation of his training more difficult. This made it necessary to provide some re-training of the dog over the school year. On days when the child's motor function and balance were problematic because of his disabilities, the child was

required to remain home.

26. The Department determined that School District discriminated against the child, a qualified individual with a disability, on the basis of disability, by excluding him from participation in and denying him the benefits of the School District's programs, services, and activities, and by subjecting him to discrimination, in violation of title II of the ADA, 42 U.S.C. § 12132, and its implementing regulation, 28 C.F.R. Part 35.
27. The School District disputes the Department's Findings of Facts. However, without adopting such facts, expressly or by omission, the School District agrees to resolve this matter expeditiously and without protracted litigation. Accordingly, the School District, without admitting liability or wrong-doing, and the United States, have agreed to resolve this matter as set forth below.

ACTIONS TO BE TAKEN BY THE SCHOOL DISTRICT

28. Generally, the School District shall modify its policies, practices, and procedures to permit the use of a service animal by an individual with a disability. The School District shall not engage in any act or practice that has the purpose or effect of discriminating against an individual with a disability in the use of a service animal in accordance with title II of the ADA.
29. Within forty-five (45) days of the effective date of this Agreement, the School District shall submit to the United States, for review and approval, amended policies, practices, and procedures, to include the following. The School District will adopt the amended policies, practices, and procedures within 15 days following the United States' approval.
- a. Service Animal Inquiries. When an individual with a disability seeks to use a service animal in school facilities, programs, or activities pursuant to title II of the ADA, the School District may make two inquiries to determine whether an animal qualifies as a service animal: (1) is the dog required because of a disability; and (2) what work or task has the dog been trained to perform. The School District shall not require

documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.

- b. Access to Facilities. Individuals with disabilities shall be permitted to be accompanied by their service animals in all areas of a School District's facilities where members of the public, participants in services, programs, or activities, or invitees, as relevant, are allowed to go. The handler may be the individual with a disability or a third party who has been appropriately trained to handle the service animal. The School District may require a service animal's handler to remove the service animal from School District property if (1) the dog is out of control and effective action cannot be taken to control it; or (2) the dog is not housebroken (i.e. trained so that absent illness or accident, the dog controls its waste elimination).
- c. Reasonable Modifications. The School District must make reasonable modifications to its policies, practices, and procedures, where necessary to avoid discrimination against a student with a disability who uses a service animal unless the School District can show that making the modifications would fundamentally alter the nature of the service, program, or activity. Reasonable modifications in this context include, but are not limited to, providing assistance to a student with a disability in tethering or untethering the service animal, or escorting a student with a disability throughout the school or campus as he or she is accompanied by a service animal.
- d. Prohibition Against Surcharges. The School District shall not require a surcharge for the use of a Service animal on School District property.
- e. Request Evaluation Process. When a student (or potential student) with a disability seeks to use a service animal in accordance with title II of the ADA at school and school-related events, the School District shall review the request in a timely manner. The School District shall promptly notify the requestor if additional information, consistent with that permitted under title II of the ADA, is needed to

evaluate the request and shall specify in writing what information is needed.

30. Within 15 days after adoption of the policies, practices, and procedures required by paragraph 29 of this Agreement, the School District shall publish an announcement and description of its ADA service animal policy on its website's homepage at <http://www.delranschools.org>.
31. Within 60 days after adoption of policies, practices, and procedures required by paragraph 29 of this Agreement, the School District shall provide training to the following School District staff members on the School District's obligations under title II of the ADA, including obligations with respect to service animals: all Principals, Assistant Principals, School Psychologists, Pupil Personnel Directors, Teachers, Child Study Team Members, and any other staff members that work closely with, or participate in decisions involving students with disabilities pursuant to title II of the ADA. The School District shall provide such training on an annual basis for the term of this Agreement.
32. The School District shall maintain written records of all service animal-related requests received from individuals with disabilities for the duration of this Agreement. Such records shall include the individual's name and contact information, date of the request, nature of the request, the determination regarding the request and who participated in the decision-making, and all other documents created by the School District or that come into its possession, custody, or control relating to such requests. The School District shall provide records of all requests related to service animals on a quarterly basis to counsel for the United States for the duration of this Agreement, beginning three months from the effective date of this Agreement, and at any other time upon request.
33. Within 20 days of the United States providing the School District a signed Release from the Complainant and a signed w-9, the School District shall pay damages to the Complainant in the amount of \$10,000.00.
34. The School District shall not retaliate in violation of 42 U.S.C. § 12203 against the

Complainant, the child, or any person based on their cooperation with the Department's investigation of this matter, nor on the basis of any person's involvement in the administration of this Agreement.

IMPLEMENTATION

35. In consideration for the terms set forth above, the United States will refrain from undertaking further action relating to the investigation of Department of Justice complaint number 204-48-284, or from filing a civil action alleging discrimination based on the facts set forth above, except as provided in paragraph 36, below.
36. The United States may review the School District's compliance with this Agreement or title II of the ADA at any time. If the United States believes that this Agreement or any portion of it has been violated, the United States will raise its concerns with the School District and will attempt to resolve its concerns with the School District in good faith. If the United States is unable to reach a satisfactory resolution of the issue or issues raised within 30 days of the date it provides notice to the School District, the United States may institute a civil action in the appropriate United States District Court to enforce this Agreement or title II of the ADA.
37. Failure by the United States to enforce any provisions or deadlines of this Agreement shall not be construed as a waiver of the United States' right to enforce other deadlines or provisions of this Agreement.
38. A signatory to this document in a representative capacity for the School District represents that he or she is authorized to bind the School District to this Agreement.
39. If any term of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and the School District shall engage in good

faith negotiations in order to adopt mutually agreeable amendments to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed upon relative rights and obligations.

40. This Agreement constitutes the entire agreement between the United States and the School District on the matters raised herein and no other statement, promise or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including its attachments, shall be enforceable. This Agreement can only be modified or amended by mutual written agreement of the parties.
41. This Agreement does not affect the School District's continuing responsibility to comply with all aspects of the ADA.

EFFECTIVE DATE / TERMINATION DATE

42. The effective date of this Agreement is the date of the last signature below.
43. The duration of this Agreement will be three years from the effective date.

AGREED AND CONSENTED TO:

DELRAN TOWNSHIP SCHOOL
DISTRICT

/s/ Diane Zierler
DIANE ZIERLER, President
Delran Township School District
Board of Directors

6/19/14

UNITED STATES OF AMERICA

JOCELYN SAMUELS
Acting Assistant Attorney General
EVE L. HILL
Deputy Assistant Attorney General
Civil Rights Division

REBECCA B. BOND, Chief
KATHLEEN P. WOLFE, Special
Litigation Counsel
ROBERTA KIRKENDALL, Special
Legal Counsel

Date

/s/ Christopher J. Russo

CHRISTOPHER J. RUSSO

Acting Superintendent

52 Hartford Road

Delran, NJ 08075

/s/ Paula N. Rubin

PAULA RUBIN

Trial Attorney

Disability Rights Section

Civil Rights Division

U.S. Department of Justice

950 Pennsylvania Avenue, N.W.

Washington, D.C. 20530

(202) 307-0663

6/19/14

Date

6.24.14

Date

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[Home Page](#)

June 8, 2014