4 Oct 13

Ms. Angeli,

Angel Service Dogs, Inc (ASDi) was greatly saddened to hear of your problems with Parker. We have reviewed the emails, information from your conference with the school officials, and the requests your school sent. ASDi stands ready to assist you with this problem-set in manner described. The response below is in that context.

1. Assessment of School’s Requests

It is our unofficial assessment that some of the requirements your school is making may not fall within what is allowable by the Americans with Disabilities Act nor, we suspect, even within applicable New Hampshire law.

2. Request for ASDi to Send Trainer

ASDi is unable to send a trainer to you.

3. Out-of-Cycle Validation

Per the contract requirements, should you wish an out-of-cycle review of Parker, this can be arranged to be done via Skype or video (at no charge) and may be scheduled with the ASDi Executive Director. If you wish to send Parker to ASDi for an on-site review, this also can be arranged with the ASDi Executive Director and is at Client’s expense (ASDi Contract, pg. 6, #3).

As a reminder of the contractual agreement and what you were told in class, the certification offered by ASDi is not a legal requirement. You may do whatever is legally allowable that you wish with your dog with or without ASDi certification. Again, per contractual agreement, Parker is your dog and your responsibility (ASDi Contract, pg. 4, Article 7 – Harm Clause).

Parker was certified prior to your arrival in Colorado. While at the ASDi Basic Handler Class, you successfully learned how to use Parker and to maintain his detection and behavioral skills. During the time that you have had Parker and per contractual agreement (ASDi Contract, pg. 2, Sub-Para d), ASDi staff and trainers have been in contact with you to assist with your continued progress with Parker. We stand ready, willing, and able to continue to provide you our contractually agreed assistance.

4. Re-Homing Parker

As discussed with the ASDi Executive Director, should you wish ASDi to re-home Parker and as Parker is your property, you would need to first donate Parker back to ASDi. We would then be responsible for the disposition of the dog. If this is a course of action of which you would care to avail yourself, please let us know and the proper paperwork will be drawn up for your signature.

5. New Allergy Alert™ dog

Should you wish to obtain another Allergy Alert™ dog, the process would be the same as before. ASDi, upon signing a new contract, would stand by to assist your family with fund-raising as before. However, currently the only low-shed / low-dander Allergy Alert™ dogs projected as available would be projected in the Summer or Fall 2014 Class.

We are sympathetic to your situation and your daughter’s emotional distress. As you understand, ASDi has no funding options other than fund-raising. However, ASDi has recently received a $2,500 donation which is currently available to be applied toward a new Allergy Alert™ dog for your family, should you choose to exercise that option with ASDi. ASDi will need notification that you would like to avail yourself of this opportunity and sign a new contract by 1 Dec 13. Should you choose to not exercise this option and/or fail to provide written notice and sign a contract, after 1 Dec 13 the funds will be programmed for other uses.

6. Training Consultation & Review

Before we would consider placing another Allergy Alert™ dog with you we would need to discuss the contractually required maintenance training and handling requirements (ASDi Statement, pg 2, #2 & #3), (ASDi Contract, Article 3 – Maintenance Training).

During one of your consultations with your school officials, ASDi was teleconferenced in. When the ASDi Executive Director explained to the school the process which we recommend to Clients to use when introducing the Allergy Alert™ dog into the school and classes, you stated words to the effect that “this was the first time I’ve heard this”. To our understanding, your child has been responsible for handling the dog all day in school from day one of class.

The notice that small children would likely not be able to handle the dog for several years is in the Statement of Understanding, which you and your husband signed on 6 Nov 12 (ASDi Statement, pg 2, # 6). This fact was also noted to you multiple times in class. Additionally, the method by which ASDi recommended that you introduce the dog into the school setting was for the adult handler to be responsible for the dog and to introduce the dog gradually into the new setting, specifically not to put the responsibility for handling the dog immediately onto a young child.

Please accept and understand our sincere desire to continue helping your family as we have resources available to do so. We wish you and your family the best.

- ASDi Governing Board

Mr. Brett L. Mers

Governing Board President

Angel Service Dogs, Inc

- References

Angel Service Dogs, Inc Statement of Understanding

Angel Service Dogs, Inc Client Contract