

Article 2 of Chapter 9.5 of Division 3 of the Business and Professions Code
7220 – Transfer of Title of a Guide Dog

(a) Schools shall develop standardized processes regarding the transfer of a guide dog's title to a client upon graduation from a training program. Schools shall provide information to the client, prior to the commencement of training and in an accessible format, explaining the title transfer process and any affects it may have on the client's relationship with the school financially or otherwise.

(b) Schools may retain title to the dog during the first year following a client's graduation from a school as a transitional period to ensure safety and effectiveness of the team. Acting in what it deems to be the best interest of the user, the dog, or the public, the school may temporarily or permanently resume possession of the dog during this transitional year.

(c) Within 30 days of completion of a transitional year, the school must ascertain the client's wishes to acquire title to the dog or have the school retain title.

If the title of the guide dog is not unconditionally transferred to the client at the conclusion of the transitional period, the school may enter into a contractual agreement with the client describing the conditions under which the client may maintain the status of legal custodian of the dog.

Transfer of title shall be evidenced by a transfer of title agreement executed by both the school and the client. The school may transfer title unconditionally, or retain an option to recover title and possession of the dog subject to conditions described in the agreement. These conditions may include, but are not limited to:

(1) If in the school's opinion, the dog is being misused, neglected, or mistreated.

(2) If the client has ceased to use the dog as a guide and the dog is not too old to be retrained as a guide for another client.

(3) If, in the school's opinion, the dog is no longer a safe guide and the client refuses to cease using the dog as a guide after being requested by the school to cease this use.

(d) The school shall make no distinction as to the quality or extent of follow-up or supportive services available to its clients based on whether they elect to acquire title to their dogs or allow title to remain with the school after the transitional year. The school may, however, make this distinction when assessing reasonable and appropriate charges for follow-up training, instruction, veterinary, or boarding services. Any distinction must be included in the school's information provided to clients required in subdivision (a) to aid in a client's determination in acquiring title.

(e) No applicant for admission to a school, nor any enrolled client, shall be required to sign any instrument or to announce any intention regarding transfer of title until training and any transitional period has been completed.

7221 – Arbitration of Disputes Between School and Client

(a) The following arbitration procedure shall be established as a pilot project for the resolution of disputes between clients and licensed schools relating to the continued physical custody or use of a dog, or any equipment owned or provided by the school, after any transitional period provided by Section 7220. This arbitration procedure shall only apply to clients of licensed schools who reside in California.

(b) The only disputes which shall be subject to arbitration shall concern differences between the client and school over:

(i) continued use of a dog,

(ii) continued custody of a dog,

(iii) care or treatment of a dog,

(iv) continued possession or use of equipment owned or provided by the school, including but not limited to, the guide dog harness.

Arbitration specifically shall not address issues related to admissions to schools, training practices, or other issues relating to school standards.

(c) A school shall notify the client in writing of its intent to end the client's use or custody of a dog, the client's use or possession of equipment owned or provided by the school, or regarding any disputes regarding the care or

treatment of the dog at least 30 calendar days prior to taking action except in situations described in section 7222(c) of this article.

(d) Clients who dispute determinations or actions taken by schools may request the Board convene an arbitration panel composed of up to three neutral arbitrators. Panel members will be selected by the Board's Executive Officer or a person designated by the Board's Executive Officer.

(e) Requests for arbitration must be submitted to the Board in writing no later than 30 days after the school notifies the client of its determination and intended actions.

7222 – Custody of Guide Dog During Dispute

(a) Custody of a dog shall remain with the client pending a resolution of a dispute by the arbitration panel.

(b) A school shall not remove a dog from the client's physical custody without concurrence of the client, except in circumstances where the immediate health and safety of the client, dog, or public is threatened.

(c) In circumstances where the school determines that immediate removal is necessary, the school shall immediately notify the Board of its determination and provide evidence to the Board justifying immediate removal.

(d) Upon notice by a school that the school has removed a dog against a client's wishes, the Board shall convene an emergency custody arbitration panel, within five business days of the removal of the dog. The panel shall consist of two neutral parties selected by the Board's Executive Officer or a person designated by the Board's Executive Officer, to make a determination regarding custody of the dog pending hearing by the arbitration panel. The emergency custody arbitration panel shall render its findings within one business day. If the emergency custody arbitration panel determines that the dog must be returned to the user pending a determination of the arbitration panel, the school must return the dog within one calendar day.

(e) A guide dog user dissatisfied with the determination of the emergency custody arbitration panel may submit a request for a full hearing before an arbitration panel within 30 days of the decision of the emergency custody arbitration panel.

7223 – Process of Arbitration Panel

(a) Each arbitration panel shall decide the best means to determine final resolution in each case. This may include, but is not limited to, a hearing of the matter before the arbitration panel at the request of either party to the dispute, an opportunity for each party in the dispute to make presentations before the arbitration panel, examination of the written record, or any other inquiry as will best reveal the facts of the dispute. In any case, the panel shall make its findings and complete its examination within 45 calendar days of the date of filing the request for arbitration, and a decision shall be rendered within 10 calendar days of the examination.

(2) All arbitration hearings shall be held at sites convenient to the parties and with a view to minimizing costs, including the right to hold meetings electronically or telephonically. Each party to the arbitration shall bear its own costs, except that the arbitration panel, by unanimous agreement, may modify this arrangement.

7224 – Open Meeting Act Exemption

Notwithstanding the provisions of Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code, relating to public meetings, any arbitration panel described in this article may convene in closed session to receive and consider evidence related to the basis of the dispute between a school and client. An arbitration panel shall only convene in closed session to the extent that it is necessary to protect the privacy of a guide dog user.

7225 – Failure to Comply

(a) A licensed guide dog school that fails to comply with any provision of this section shall automatically be subject to a penalty of two hundred fifty dollars (\$250) per day for each day in which a violation occurs. The penalty shall be paid to the board. The license of a guide dog school shall not be renewed until all penalties have been paid.

(b) The penalty shall be assessed without advance hearing, but the licensee may apply to the board for a hearing on the issue of whether the penalty should be modified or set aside. This application shall be in writing and shall be received by the board within 30 days after service of notice of the penalty. Upon receipt of this written request, the board shall set the matter for hearing within 60 days.

7226 – Pilot Project Effectiveness

The board may study the effectiveness of the arbitration panel pilot project in expediting resolution and reducing conflict in disputes between guide dog users and guide dog schools and may share its findings with the Legislature upon request.

7227 – Panel Not Involved

The board and its representatives are not parties to any dispute described in this article.

7228 – Waiver for Subsequent Judicial Review

The findings and decision of any arbitration panel shall be final and binding. By voluntarily agreeing to have a dispute resolved by an arbitration panel and subject to its procedures, each party to the dispute shall waive any right for subsequent judicial review.

7229 – Sunset Date

This article shall remain in effect only until January 1, 20XX, and as of that date is repealed.