



SPRINGS CHARTER SCHOOLS POLICIES, PROCEDURES for BOARD POLICY 5035.1

SERVICE ANIMALS

The Governing Board acknowledges Springs Charter Schools' responsibility to permit students and/or adults with disabilities to be accompanied by a "service animal" on school property and/or at school functions as required by Section 504 of the United States Rehabilitation Act of 1973, as amended, Title II of the Americans with Disabilities Act, as amended, the federal Individuals with Disabilities Education Act, as amended, or similar provisions as may be enacted as well as applicable California law subject to the rules and procedures described in this regulation. This regulation only applies to members of the public, students, and staff with disabilities who are requesting to be accompanied by a service animal to a Springs Charter School property and/or facility and/or school function

SERVICE ANIMALS DEFINED

1. A service animal must be a dog or, in limited specific circumstances, a miniature horse. No other species of animal, whether wild or domestic, will be permitted as a service animal.
2. Miniature Horses: Requests to permit a miniature horse to accompany a student or adult with a disability on school property and/or facilities and/or at school functions will be handled on a case-by-case basis, considering:
 - 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. A service animal must be "required" for the individual with a disability and the service animal must be individually trained to do work or a task for the individual with a disability. These tasks may include, but not limited to: guiding an individual with a disability, alerting individuals with impaired hearing, pulling a wheelchair, or fetching dropped items. The task performed by the service animal must be directly related to the functional limitation of the individual's disability. Service animals are working animals and are not pets.
4. If it is obvious what service the animal provides to the individual with a disability, then staff should not make any further inquiries regarding the tasks performed by the service animal (i.e. a guide dog for an individual with impaired vision). Only limited inquiries are allowed by



staff to determine if a dog is a service animal when it is not obvious what service the dog provides, and staff may ask only the following two questions:

- a. Is the service animal required because of a disability?
- b. What work or task has the service animal been trained to perform?

Staff cannot ask about the individual's disability, require medical documentation, require a special identification card or training documentation for the service animal, require the service animal to wear an identifying vest, or ask that the service animal demonstrate its ability to perform the work or task.

5. "Therapy," "comfort," or "companion" animals are not service animals. Due to health and safety concerns, and in order to avoid disruption of school activities, all animals and reptiles are prohibited from school property, facilities, and functions except when the animal has been permitted as a service animal or a live animal in the classroom used for instructional purposes.
6. This policy does not address service animals being trained as service animals but not actually performing a task for an individual with a disability. Therapy animals or service animals in training increase liability exposure and pose health and safety concerns for students and staff. They are not protected under ADA, and should not be allowed on school property, facilities, and/or at school functions.
7. In California, any person knowingly and fraudulently representing themselves through either verbal or written notice to be the owner or trainer of a service dog shall be guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding six months, by a fine not exceeding one thousand dollars, or both by fine and imprisonment. (Penal Code 365.7).



RESPONSIBILITIES OF INDIVIDUAL WITH A DISABILITY/HANDLER

1. All animals must be treated for, and kept free of, fleas and ticks and other pests.
2. All animals must be kept clean to avoid shedding and dander.
3. The owner/handler of the animal is liable for any harm or injury caused by the animal to other students, staff, visitors, and/or property. (Civil Code 54.2).
4. All animals must 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 animal's safe, effective performance of work or tasks, in which case the animal must be otherwise under the handler's control.
5. The owner/handler of the service animal is responsible for the care and conduct of the service animal at all times. Springs Charter Schools is not responsible for the care or supervision of the service animal, such as walking the animal or responding to the animal's need to relieve itself. The owner/handler of the service animal must always carry equipment sufficient to clean up the animal's waste, immediately remove the waste, and be responsible for the proper disposal of the animal's waste.
6. Issues related to the care and supervision of service animals will be addressed on a case-by-case basis at the discretion of the site supervisor in coordination with health services or designee. Students with service animals are expected to care for and supervise their animal. In the case of a young child or a student with disabilities who is unable to care for or supervise the service animal, the student's parents are responsible for providing care and supervision of the animal.
7. If the request is for a service dog, the person making the request must provide annual proof of the vaccinations required in California and the applicable County.
8. If the request is for a service miniature horse, the person making the request must provide annual proof of the vaccinations required in California and the applicable County.



REMOVAL OF A SERVICE ANIMAL

1. The school site administrator or designee may ask any individual who brings a service animal to a school property and/or facility including school functions to remove the service animal if any one of the following circumstances occurs:
 - a. The animal is out of control and the animal's handler does not take effective action to control it;
 - b. The animal is not housebroken; and/or
 - c. The animal's presence would pose a "direct threat." Pursuant to 28 CFR 35.104, a direct threat is defined as a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services.
2. When an individual's service animal is excluded, the individual shall be given an opportunity to participate in the service, program, or activity without having the service animal present.

REQUESTS FOR SERVICE ANIMAL OR SERVICE ANIMAL BY A MEMBER OF THE PUBLIC

1. All requests for a member of the public to bring a service animal to a school property and/or facility and/or school function must be directed to the school site administrator.
2. The school site administrator shall, in accordance with this policy, confirm that the animal is a service animal and shall, upon the request of the individual, provide the individual with a copy of this policy.
3. When practically possible, the member of the public requesting to bring a service animal to a school property, facility, or school function is encouraged to make the request in writing 10 business days prior to the date the member of the public plans to bring the service animal; however, the individual cannot be required to provide this advance written notice. The written notice may be provided to the site facility administrator.

REQUESTS FOR SERVICE ANIMAL ON BEHALF OF A STUDENT OR BY A STAFF MEMBER

All requests on behalf of a student or staff member to bring a service animal to a school property, facility, or school function must be made in writing, 10 business days prior to the date the individual plans to bring the service animal, to the site facility administrator.

The site administrator or designee, in coordination with Student Services/ Health Services, shall, in accordance with this policy, confirm that the animal is a service animal and shall provide the student's parent/guardian or staff member with a copy of this policy and require a written and



signed acknowledgment that a copy of the policy has been received, that the contents of the policy are fully understood, and that the parent/guardian or staff member agrees to comply with the policy.

As part of the approval process, the student's parent/guardian must provide proof that the service animal has received all required vaccinations. The site administrator or designee shall review and approve or deny requests to bring a service animal to school property, facility, or school function on a case-by-case basis.

The site administrator or designee shall give such permission to bring a service animal to school property, facility, or school function after written notification has been provided to all parents/guardians of students and staff members in the affected class(es), asking them to verify if they have any known allergies, asthma, or another health condition that may be aggravated by the service animal's presence.

When the school has been provided with notification that a child or staff member has an allergy, asthma, or other health condition that may be aggravated by the service animal, the site administrator or designee shall take appropriate measures to protect the student or staff member from exposure to the service animal. Allergies and fear of dogs are not valid reasons for denying access or refusing service to individuals using service animals.

When an individual whose health is aggravated by the service animal's presence and an individual who uses a service animal must spend time in the same room or facility, for example, in a school classroom or common area, both individuals should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.

All requests for permission for an employee with a disability to bring a service animal or assistive animal, as defined in Title 2 of the California Code of Regulations section 7293.6(a), into the workplace as a reasonable accommodation will be addressed through the Interactive Process.



**ANIMAL ON CAMPUS
AGREEMENT AND AUTHORIZATION**

Student Name

Date of Birth

Grade

Parent/Guardian Name

Contact phone number

Parent/Guardian **and** student, please initial to signify your agreement with each statement:

1. We have received a copy of the Springs Charter Schools Animal on Campus Board Policy.
_____ (Initials)
2. We fully understand the contents of the Animal on Campus Board Policy and agree to comply with the policy. _____ (Initials)
3. We understand that the school site administrator or designee may ask any individual who brings a service animal to a school property and/or facility including school functions to remove the service animal if any one of the following circumstances occurs:
 - a. The animal is out of control and the animal's handler does not take effective action to control it;
 - b. The animal is not housebroken; and/or
 - c. The animal's presence would pose a "direct threat." Pursuant to 28 CFR 35.104, a direct threat is defined as a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services._____ (Initials)
4. We hereby provide authorization for Springs Charter Schools to release the information necessary to inform all parents/guardians of students and staff members in the affected classes, asking them to verify if they have any known allergies, asthma, or another health condition that may be aggravated by the service animal's presence. _____ (Initials)
5. We agree to keep the animal free of fleas and ticks and other pests, and keep it clean to avoid shedding and dander. _____ (Initials)
6. We understand and agree to comply with the requirements of California Civil Code section 54.2, stating that the owner/handler of the animal is liable for any harm or injury caused by the animal to other students, staff, visitors, and/or property. _____ (Initials)



7. We agree to have the animal on 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 animal's safe, effective performance of work or tasks, in which case the animal must be otherwise under the handler's control.

_____ (Initials)

8. Understand that the owner/handler of the service animal is responsible for the care and conduct of the service animal at all times. Springs Charter Schools is not responsible for the care or supervision of the service animal, such as walking the animal or responding to the animal's need to relieve itself. The owner/handler of the service animal must always carry equipment sufficient to clean up the animal's waste, immediately remove the waste, and be responsible for the proper disposal of the animal's waste.

_____ (Initials)

Student Signature

Date

Parent/Guardian Signature

Date

School Admin, provide date of receipt in blanks below.

____ Copy of veterinarian-signed animal vaccine record

____ Signed agreement and authorization form