



Service Animal Requests

1. What is a Service Animal?

- a. A service animal is any guide dog, signal dog or other animal individually trained to do work or perform tasks for the benefit of an individual with a disability including but not limited to dogs which:
 - i. “Service animal” is defined by the Code of Federal Regulations to refer only to dogs, and, in very limited circumstances discussed herein, miniature horses,
 - ii. Example tasks:
 1. Guide individuals with impaired vision,
 2. Alert individuals with impaired hearing,
 3. Provide minimal rescue or protection work,
 4. Pull a wheelchair, or
 5. Fetch dropped items.
- b. Under limited circumstances, a miniature horse may qualify as a service animal under case-by-case examination of the following:
 - i. The type, size, and weight of the miniature horse and whether the facility can accommodate these features,
 - ii. Whether the handler has sufficient control of the miniature horse,
 - iii. Whether the miniature horse is housebroken, and
 1. Whether the miniature horse’s presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.
- c. The service the animal provides must be directly related to the functional limitation of the person’s disability.
- d. The service animal must be required by the individual.
- e. Service animals are working animals and are not pets.
- f. “Therapy”, “comfort” or “companion” animals are not service animals under the Americans with Disabilities Act (ADA).
- g. Service animals-in-training do not qualify as service animals unless partnered with an individual with a disability or with an Authorized Trainer.
 - i. An Authorized Trainer is either licensed by the California Board of Guide Dogs for the Blind or authorized to train signal dogs for individuals who are deaf or hard of hearing or for individuals with a disability.

2. Service Animal Requests by a Student

- a. Requests to bring a service animal on school property, to a school facility or to a school function must be made in writing, 10 business days prior to the date the student plans to bring the service animal, by completing and submitting the “Notification and Application: Service Animal” Form (Appendix A) to the school or school or school or district.

- b. The school or school or district shall, in accordance with this policy, confirm that the animal is a service animal and provide the student's parent(s) or guardian(s) with a copy of this policy.
- c. The student's parent(s) or guardian(s) must acknowledge in writing that they have received a copy of this policy, that they understand the contents of this policy, and that they agree to comply with the policy.
- d. The student, parent(s) or guardian(s) must provide proof that the service animal has received the following vaccinations:
 - i. As to dogs:
 - 1. DHLPPS (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, Coronavirus),
 - 2. Rabies, and
 - 3. Bordetella.
 - ii. As to miniature horses:
 - 1. Equine Infectious Anemia (Coggins Test),
 - 2. Rabies,
 - 3. Tetanus,
 - 4. Encephalomyelitis,
 - 5. Rhinopneumonitis,
 - 6. Influenza, and
 - 7. Strangles.
- e. The school or district shall review and approve or deny requests to bring a service animal on a case-by-case basis.
- f. Permission allowing the student to bring the service animal may only be granted after the school or district has provided written notice to all parents/guardians of students and all staff members in affected class(es), asking them to verify whether the student or staff member has any known allergies, asthma or other health condition that may be aggravated by the service animal's presence.
 - i. Should a student or staff member give notice that they have an allergy, asthma or other health condition that may be aggravated by the service animal, the school/school or district must take appropriate measures to protect the student or staff member from exposure to the service animal.
 - ii. Allergies and/or 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 are in the same room or facility, both individuals should be accommodated by assigning them, if possible, to different locations within the room or rooms in the facility.
- g. Field trips
 - i. Zoos and wild animal parks are not required to permit service animals in areas where the zoo or park animals are not separated from members of the public by a physical barrier.
 - 1. In these instances, zoos and animal parks are required to accommodate persons with disabilities in the absence of their service animals.
 - 2. The school or school or district shall give the zoo or animal park advanced notice if a student with a service animal is attending a field trip.

3. Service Animal Requests by a Staff Member

- a. Requests to bring a service animal on school property, to a school facility or to a school function must be made in writing, 10 business days prior to the date the staff member plans to bring the service animal, by completing and submitting the “Notification and Application: Service Animal” Form (Appendix A) to the school or district.
- b. The school or district shall, in accordance with this policy, confirm that the animal is a service animal and provide the staff member with a copy of this policy.
- c. The staff member must acknowledge in writing that they have received a copy of this policy, that they understand the contents of this policy, and that they agree to comply with the policy.
- d. The staff member must provide proof that the service animal has received the following vaccinations:
 - i. As to dogs:
 1. DHLPPS (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, Coronavirus),
 2. Rabies, and
 3. Bordetella.
 - ii. As to miniature horses:
 1. Equine Infectious Anemia (Coggins Test),
 2. Rabies,
 3. Tetanus,
 4. Encephalomyelitis,
 5. Rhinopneumonitis,
 6. Influenza, and
 7. Strangles.
- e. The school or district shall review and approve or deny requests to bring a service animal on a case-by-case basis. This approval process shall include a meeting with the school or district, the staff member, and, if requested by the staff member, a representative from the staff member’s bargaining unit and other individuals deemed appropriate by the school or district. The purpose of the meeting will be to address any questions or concerns regarding the approval process that the staff member and/or school or district may have.
- f. Permission allowing the staff member to bring the service animal may only be granted after the school or district has provided written notice to all parents/guardians of students and all staff members in affected class(es), asking them to verify whether the student or staff member has any known allergies, asthma or other health condition that may be aggravated by the service animal’s presence.
 - i. Should a student or staff member give notice that they have an allergy, asthma or other health condition that may be aggravated by the service animal, the school or district must take appropriate measures to protect the student or staff member from exposure to the service animal.
 - ii. Allergies and/or 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 are in the same room or facility, both individuals should be accommodated by assigning them, if possible, to different locations within the room or rooms in the facility.
- g. Field trips

- i. Zoos and wild animal parks are not required to permit service animals in areas where the zoo or park animals are not separated from members of the public by a physical barrier.
 1. In these instances, zoos and animal parks are required to accommodate persons with disabilities in the absence of their service animals.
 2. The school or school or district shall give the zoo or animal park advanced notice if a staff member of chaperone with a service animal is attending a field trip.

4. Service Animal Requests by a Member of the Public

- a. All requests for a member of the public to bring a service animal to a school property, facility, and/or function must be directed to the school or district. The school or district shall, in accordance with this policy, confirm that the animal is a service animal and shall, upon request of the individual, provide the individual with a copy of this policy.
- b. When practically possible, the member of the public requesting to bring a service animal to a school property, facility, and/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 in order to bring a service animal.

5. Confirming the Animal is a Qualified Service Animal

- a. No inquiry should be made if it is obvious what service the animal provides (i.e., the individual has impaired vision and the dog is a guide dog).
- b. If the purpose of the animal or the disability of the individual is not obvious, the school or district may ask only the following:
 - i. Is the service animal required because of a disability?
 - ii. What work or task has the service animal been trained to perform?
 1. False claims that an animal is a service animal are misdemeanors, punishable by imprisonment in a county jail for six months or a fine of up to \$1,000, or both (Penal Code 30850, subd. (b)).
 2. Interfering with the rights of a disabled person is a misdemeanor, punishable by a fine not exceeding \$2500 (Penal Code 365.5, subd. (c)).
- c. The school or district may not do any of the following:
 - i. Ask about the individual's disability,
 - ii. Require medical documentary proof of disability,
 - iii. Require a special identification card or training documentation for the service animal,
 - iv. Require the service animal to wear an identifying vest, or
 - v. Ask that the service animal demonstrate its ability to perform the work or task.
- d. If the animal does not meet the definition of a service animal under the ADA and California law, the school or district must assess the need for the animal based on the student or staff member's individualized needs, and determine if alternative reasonable accommodations can be performed by the school or district in lieu of the animal, allowing the student or staff member to access the programs and/or facilities at least as effectively as a service animal would allow.
 - i. For these reasons, school or districts should be cautious about writing a service animal into a student's Individualized Education Program (IEP).

- e. If an animal is not permitted, the school or district should communicate the available reasonable, alternative accommodations to the student and parent(s) or guardian(s), or the affected staff member.
- f. Service animals are permitted in areas where food is prepared, even if state or local health codes prohibit animals in those areas.
- g. Service animals may be transported on a school bus if accompanied by disabled students enrolled in a public or private school or by the disabled teachers employed in a public or private school or by persons training the dogs.

6. Service Dogs in Training

- a. Service dogs-in-training are not service animals and usually do not have the same legal status as service animals UNLESS the handler is an Authorized Trainer (refer to Section 1g.)
- b. A school or district may invite a service dog-in-training at any time.
 - i. The principal or designee should give permission for a service dog-in-training parents/guardians
 - ii. A service dog-in-training must be on a leash at all times and be tagged as a guide dog, signal animal, or service dog by an identification tag issued by Ventura County Animal Control.
- c. A school or district may limit or prohibit access by service dogs-in-training, unless the trainer is an Authorized Trainer.
- d. Authorized Trainers (refer to Section 1g.) may take dogs, for the purpose of training them as service animals, in any public place.
- e. If service dogs-in-training are allowed on a school or district property, the owner is to provide the following:
 - i. Indemnification/hold harmless agreement for Service dog0in-training (see Appendix B),
 - ii. The name of the training organization,
 - iii. The copy of the California State License to train service animals (as applicable),
 - iv. The name of the veterinarian and a health certificate including vaccination date(s) (refer to Section 2d.),
 - v. A certificate of insurance and an endorsement naming the school or district as an additional insured. The insurance limits should be \$1,000,000 per occurrence/\$2,000,000 aggregate, or a \$1,000,000 combined single limit.
 - 1. Insurance is not required for a Service Dog in Training when accompanied by a person with a disability or an Authorized Trainer.

7. Therapy or Emotional Support Animals

- a. Therapy animals are not service animals.
 - i. Therapy animals do not provide direct assistance and are not mentioned in the ADA.
 - ii. Therapy animals do not have the same legal status as service animals.
- b. A school or district may invite, limit, or prohibit access by therapy animals.
 - i. A school or district that allows therapy animals are to set specific times when the animals are allowed at school.
 - ii. Therapy animals should not become resident animals.
 - iii. The school or district should give permission for a therapy animal only after it has provided written notice to all parents/guardians of students in affected class(es),

asking them to verify whether the student or staff member has any known allergies, asthma or other health condition that may be aggravated by the animal's presence.

8. Responsibilities of Individual with a Service Animal or Service Dog-in-Training

- a. All animals must be treated for, and kept free of, fleas and ticks and other pests.
- b. All animals must be kept clean and groomed to avoid shedding and dander.
- c. The owner/handler of the animal is liable for any harm or injury caused by the animal to other students, staff, visitor and/or property.
 - i. The school or district may also be liable. Any animal bite must be reported to the District office via SFA 4010, Report of Personal Accident.
- d. All animals should have the appropriate license and an owner identification tag.
- e. 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.
- f. The school or district is not responsible for the care or supervision of the animal, such as walking the animal or responding to the animal's need to relieve itself. The owner/handler of the 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.
- g. Students, staff members and members of the public with animals subject to this policy 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 their animal, the student's parent(s) or guardian(s) are responsible for providing care and supervision of the animal. Issues related to the care and supervision of animals subject to this policy will be addressed on a case-by-case basis by the school or district.
- h. All animals must be properly vaccinated (as described herein).

9. Removal of Animal Covered by this Policy

- a. The school or district may ask any individual who brings a service animal or service dog-in-training to school property and/or facility and/or school function to remove the animal if any one of the following circumstances occurs:
 - i. The animal is out of control and the animal's handler does not take effective action to control it,
 - ii. The animal is not housebroken, and/or
 - iii. 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.
- b. Whether an animal is out of control or a direct threat shall be determined on a case-by-case basis. Consequences, as determined by a collaborative group assembled for that purpose, may include:
 - i. Muzzling, if the issue is barking (unless the dog is a signal dog),
 - ii. Refresher training for the animal and its handler/partner, or
 - iii. Exclusion from school facilities and/or programs.
- c. When a service animal is excluded, the impacted individual shall be given an opportunity to participate in the service, program or activity without having the service animal present.

Appendix A
**Notification and Application
Service Animal**

The district reserves the right to review this notification. The district will grant access to the animal or provide an alternative and effective accommodation. You will receive a reply within _____ days.

School Site	District
Animal Owner	Animal Name and Type
Address	Telephone
Tasks the animal is trained to assist the student or staff perform major life functions	
Veterinarian	Vaccination Date (Please attach health certificate)

Acknowledgements

By initialing below, I hereby understand and acknowledge that:

- _____ (Initial here) The district is not responsible for the health and safety of the animal (named above), including injury, illness, or runaway.
- _____ (Initial here) The district is not responsible for the exercising, feeding, watering, or housing of the animal (named above).
- _____ (Initial here) The district is not responsible for any loss, damage, or theft of property associated with the animal (named above).
- _____ (Initial here) The district is not responsible for any waste from the animal (named above).
- _____ (Initial here) The student and his/her family will be responsible for the cost of any damage caused by the service animal.
- _____ (Initial here) I have receive a copy of the “Best Practices for Service and Therapy Animals” and agree to the responsibilities and requirements contained therein.

Signature of animal owner	Date
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District Routing

Principal or Site Administrator	Date
Special Education Director (if applicable)	Date
Facilities	Date
District Office (Risk Management/HR/Business)	Date

Appendix B
**Indemnification / Hold Harmless Agreement
 Service Dog-in-Training**

 School Site

 District

 Animal Foster/Training Organization

 Animal Name and Type

 Address

 Telephone

 Training Organization

 Foster Training License Number (Please attach copy)

 Veterinarian

 Vaccination Date (Please attach health certificate)

Acknowledgements

By initialing below, I hereby understand and acknowledge that:

- _____ (Initial here) The district is not responsible for the health and safety of the animal (named above), including injury, illness, or runaway.
- _____ (Initial here) The district is not responsible for the exercising, feeding, watering, or housing of the animal (named above).
- _____ (Initial here) The district is not responsible for any loss, damage, or theft of property associated with the animal (named above).
- _____ (Initial here) The district is not responsible for any waste from the animal (named above).
- _____ (Initial here) I have receive a copy of the “Best Practices for Service and Therapy Animals” and agree to the responsibilities and requirements, including insurance requirements, contained therein.

Animal foster (named above) agrees to defend, indemnify, and hold harmless the district (named above), its officers, agents, employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities involving the animal (named above), whether such act is authorized by this agreement or not; and the animal foster shall pay for any and all damage to the property of the district, its officers, agents, employees, volunteers, and students, done or caused by the animal.

 Signature of animal foster

 Date

District Approval

 Signature of Principal or Site Administrator

 Date

 Signature of Special Education Director (if applicable)

 Date

 Signature of Facilities

 Date

 Signature of District Office (Risk Management/HR/Business)

 Date

Appendix C
**Indemnification / Hold Harmless Agreement
 Therapy Animal**

 School Site

 District

 Animal Owner

 Animal Name and Type

 Address

 Telephone

 Training Organization

 Completion Date

 Certification Organization

 Certification Date

 Veterinarian

 Vaccination Date (Please attach health certificate)

Acknowledgements

By initialing below, I hereby understand and acknowledge that:

- _____ (Initial here) The district is not responsible for the health and safety of the animal (named above), including injury, illness, or runaway.
- _____ (Initial here) The district is not responsible for the exercising, feeding, watering, or housing of the animal (named above).
- _____ (Initial here) The district is not responsible for any loss, damage, or theft of property associated with the animal (named above).
- _____ (Initial here) The district is not responsible for any waste from the animal (named above).
- _____ (Initial here) I have receive a copy of the “Best Practices for Service and Therapy Animals” and agree to the responsibilities and requirements, including insurance requirements, contained therein.

Animal owner (named above) agrees to defend, indemnify, and hold harmless the district (named above), its officers, agents, employees, and volunteers from any and all loss, costs, and expense, including legal fees, or other obligations or claims, arising out of any liability or claim of liability for personal injury, bodily injury to persons, or damage to property or any other loss, sustained or claimed to have been sustained arising out of activities involving the animal (named above), whether such act is authorized by this agreement or not; and the animal owner shall pay for any and all damage to the property of the district, its officers, agents, employees, volunteers, and students, done or caused by the animal.

 Signature of animal owner

 Date

District Approval

 Signature of Principal or Site Administrator

 Date

 Signature of Special Education Director (if applicable)

 Date

 Signature of Facilities

 Date

 Signature of District Office (Risk Management/HR/Business)

 Date