



## Animals at School Policy

The Feather River Charter or “Charter” School Governing Board recognizes that animals can contribute to Feather River Charter School’s instructional program by being effective teaching aids to students and by assisting individuals with disabilities to access school programs and activities. In addition, instruction related to the care and treatment of animals teaches students a sense of responsibility and promotes the humane treatment of living creatures.

The Executive Director or designee shall develop rules and procedures to ensure that when animals are brought to school, the health, safety, and welfare of students, staff, and the animals are protected. However, the school assumes no liability for the safety of animals allowed on school property.

Charter School staff must allow a service animal to accompany the handler at all times and everywhere on campus, within Charter School property, except where service animals are specifically prohibited due to health, environmental, or safety hazards. Charter School staff should direct staff, students, and other persons to refrain from petting, feeding, or deliberately startling a service animal.

### Definitions

- A “*service animal*” is any dog (or miniature horse) that is individually trained to perform tasks to the benefit of an individual with a disability. The work or tasks performed [LAC1] by a service animal must be directly related to the individual's disability.
- A “*emotional support animal*” is an animal that provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability and has been identified as an emotional support animal by a licensed mental health professional in writing.
- A “*therapy animal*” is an animal trained in animal-assisted intervention in which the animal meeting specific criteria is an integral part of the treatment process.
- A “*companion animal*” is a domesticated animal whose physical, emotional, behavioral and social needs can be readily met as a companion in the home, or in close daily relationships with humans, including pets

The purpose of the Feather River Charter School Governing Board approving this Animals at School Policy is to accomplish the following:

1. Establish Use of Animals for Instructional Purposes

2. Establish Use of Service Animals by Individuals with Disabilities
3. Establish Only Service Animals at Resource Center
4. Service Animal Inquiries when on Charter School Property, Facilities, or Sponsored Events
5. Requirement of Service Animals and their Handlers
6. Disruptions and Removal
7. Notice
8. Misrepresentation
- \*Service Animal Agreement and Authorization

## **1. Use of Animals for Instructional Purposes**

Before any student or employee brings an animal to school for an instructional purpose, he/she shall receive written permission from the Executive Director or designee. The Executive Director or designee shall give such permission only after he/she has provided written notification to all parents/guardians of students in the affected class, asking them to verify whether their child has any known allergies, asthma, or other health condition that may be aggravated by the animal's presence. When a parent/guardian has provided notification that his/her child has an allergy, asthma, or other health condition that may be aggravated by the animal, the Executive Director or designee shall take appropriate measures to protect the student from exposure to the animal.

All animals brought to school must be in good physical condition and must be appropriately immunized. The teacher shall ensure that the species of animal is appropriate for the instructional purpose and age and maturity of the students.

All animals brought to school shall be adequately fed, effectively controlled, humanely treated, and properly housed in cages or containers suitable for the species. The teacher shall ensure that cages and containers are cleaned regularly and that waste materials are removed and disposed of in an appropriate manner.

The teacher shall ensure that students receive instructions regarding the proper handling of and personal hygiene around animals.

Except for service animals, as defined below, all animals are prohibited on school transportation services. (Education Code 39839; 13 CCR 1216)

## **2. Use of Service Animals by Individuals with Disabilities**

For an individual with a disability, service animal means any dog that is individually trained to do work or perform tasks related to the individual's disability and for his/her benefit. For example, for an individual who is blind or has low vision, a service animal could mean a dog that helps him/her with vision, navigation, and other tasks; for an individual who is deaf or hard of hearing, a service animal could mean a dog that alerts him/her to the presence of people or sounds; and for an individual with psychiatric or neurological disabilities, a service animal could mean a dog that assists him/her by preventing or interrupting impulsive or destructive behaviors. (28 CFR 35.104)

Individuals with disabilities may be accompanied on school premises and on school transportation by service animals, including specially trained guide dogs, signal dogs, or service

dogs. (Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

#### 504 Plans or Special Education

Any request for a service animal by a student with a 504 plan or a qualifying disability under IDEA will be discussed in the student's 504 or IEP meeting and the respective team will determine the following:

- a. Whether the student requires the service animal in order to access a Free Appropriate Public Education ("FAPE"); and
- b. Whether the proposed service animal meets the requirements of this Policy

The Executive Director or designee may permit the use of a miniature horse as a service animal when the horse has been individually trained to do work or perform tasks for the benefit of an individual with a disability, provided that: (28 CFR 35.136)

- a. The district's facility can accommodate the type, size, and weight of the horse and whether the facility can accommodate these features.
- b. The individual has sufficient control of the horse.
- c. The horse is housebroken and;
- d. The horse's presence in the specific facility does not compromise legitimate safety requirements of the facility.

The Executive Director or designee may ask any individual with a disability to remove his/her service animal from school premises or transportation if the animal is out of control and the individual does not take effective action to control it or the animal is not housebroken. When an individual's service animal is excluded, he/she shall be given an opportunity to participate in the service, program, or activity without having the service animal present.(Education Code 39839; Civil Code 54.2; 28 CFR 35.136)

### **3. Only Service Animal are Permitted at Resource Center**

Only service animals are permitted at the Resource Center. To ensure the safety and security of the school community, students, staff, and community members are not allowed to bring service animals in training to Charter School property and/or facilities or to participate in Charter School-sponsored activities, unless the service animal is being trained for the student, staff or community member's own personal use as an individual with a disability.

Emotional support, therapy, and companion animals, including pets, are not permitted on Charter School property and facilities or at Charter School-sponsored activities.

### **4. Service Animal Inquiries when on Charter School Property, Facilities, or Sponsored Events**

Feather River may make two (2) inquiries to determine whether an animal qualifies as a service animal:

1. Whether the animal is required because of a disability?
2. What work or task the animal has been trained to perform?

Charter School may not ask for:

1. A badge/identification (such as a harness, vest, patch, or tag) for the animal
2. Proof that the animal has been certified/trained
3. Proof that the person has a disability
4. Require a demonstration of the work/tasks

## **5. Requirement of Service Animals and their Handlers**

- Identification: The service dog should wear a harness, cape, identification tag or other gear that readily identifies its working status.
- Leash: The service dog must be on a leash at all times, unless the use of a leash would interfere with the service animal's safe, effective performance of work or tasks. If the animals cannot be on a leash for legitimate reasons related to the individual's disability and the necessary tasks to be performed, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- Control: The handler, including the student if the student is the handler, must be in full control of the service dog at all times.
- Care of Service Dog: The care and supervision of a service dog is solely the responsibility of its handler, including a student handler
- License and Tags: All service dogs should be licensed by the appropriate local agency and wear such license and an owner identification tag, but Charter School will not require documentation.
- Clean Up Rule: The handler must always carry equipment sufficient to clean up the dog's waste, immediately remove the waste, and be responsible for the proper disposal of the dog's waste.
- Vaccinations: The service dog must have a current rabies vaccination.
- Public Appearance Standards: The service animal must be (1) clean, well-groomed with no offensive odor, (2) does not urinate or defecate in inappropriate locations, and (3) treated for and kept free of fleas and ticks.
- Behavior standards: The service animal must not (1) disrupt the normal course of school business; solicit attention, visit or annoy, solicit or steal food or other items from any member of the staff or student population; or vocalize unnecessarily (e.g., barking, growling or whining) or (2) show aggression towards people or other animals (e.g., showing teeth, barking, growling, jumping on individuals).
- General training standards: The service animal must: (1) work calmly and quietly on harness, leash, or other tether, (2) performs tasks in the school setting and lay quietly beside the student handler without blocking aisles, doorways, etc., and(3) be trained to urinate and defecate on command.

## **6. Disruptions and Removal**

Charter School staff should immediately report any disruptive behavior of a service dog to the Executive Director or designee. No attempt should be made by the Charter School staff member to separate a student from their service animal. Charter School staff may ask an individual with a disability to remove a service animal from the premises if—

1. The animal is out of control and the animal's handler does not take effective action to control it; or
2. The animal is not housebroken.

“Out of control” behaviors include, but are not limited to, excessive, unwarranted barking, unprovoked aggressive behavior, failure to follow the handler’s commands, or wandering away from the handler without a specific purpose.

If any service dog behaves aggressively or causes injury or direct threat of safety or health to staff or students, the dog must be immediately removed from the Charter School property and/or facilities until the situation is resolved. Whether a service animal poses a direct threat to health or safety of staff or students will be made on an individualized basis.

Charter School may also deny a service animal on the basis that the presence of the animal fundamentally alters the learning or work environment.

If Charter School properly excludes a service animal, it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the premises.

## **7. Notice**

A service dog will not be prohibited due to fear or allergies of other students. If the presence of a service animal causes fear or allergies in other students required to be in the presence of the service animal throughout the school day, the Charter School will make reasonable accommodations for both the affected student and the student with disabilities requiring the service animal to relocate one or both students to another location within the room or a different room, if possible. If your child requires a reasonable accommodation due to fear or allergies, please notify the Executive Director or designee.

## **8. Misrepresentation**

Any person who knowingly and fraudulently represents himself or herself, through verbal or written notice, to be the owner or trainer of a service animal shall be guilty of a misdemeanor punishable by imprisonment up to six months or fine up to \$1000.00



## Feather River Charter School

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### SERVICE ANIMAL AGREEMENT AND AUTHORIZATION

This Agreement and Authorization regarding Request for a Service Animal to Accompany a Student on School Premises (“Agreement”) is necessary for Feather River Charter School (“Feather River” or the “Charter School”) to process a request for the use of a service animals on campus. The presence of a service animal at Charter School presents unique health and safety concerns. To minimize any risks that a service animal may pose to students, staff, and the educational environment, Charter School requests the following information and authorizations to allow Charter School to provide a healthy and safe environment for its entire school community.

Student Name (please print)

Date of Birth

Grade

Parent/Guardian name (please print)

Contact phone number

Please initial below each statement:

**We understand and agree to comply with the requirements of California Civil Code section 54.2.**

“[An individual with a disability] shall be liable for any damage done to the premises or facilities by his or her dog. These persons shall ensure the dog is on a leash and tagged as a guide dog, signal dog, or service dog by an identification tag issued by the county clerk, animal control department, or other agency . . .” (Civ. Code § 54.2(b))

\_\_\_\_\_  
(Initials)

\_\_\_\_\_  
(Initials)

**We understand and agree to comply with the requirements of the Americans with Disabilities Act Implementing Regulations (28 CFR § 35.136).**

- (b) **Exceptions.** A public entity may ask an individual with a disability to remove a service animal from the premises if—
- (1) The animal is out of control and the animal's handler does not take effective action to control it; or

(2) The animal is not housebroken.

(d) **Animal under handler's control.** A service animal shall be under the control of its handler. A service animal shall 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 service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

(e) **Care or supervision.** A public entity is not responsible for the care or supervision of a service animal.” (28 C.F.R.§ 35.136)

\_\_\_\_\_  
(Initials)

\_\_\_\_\_  
(Initials)

· Pursuant to 34 CFR § 99.30, we hereby provide authorization for Charter School to release the following personally identifiable student information necessary to inform the school community of Charter School of the presence of a service dog at Charter School:

- Student's Name
- Student's Grade Level
- Student's Classes/Teachers(s)

\_\_\_\_\_  
(Initials)

\_\_\_\_\_  
(Initials)

**We have read, understand, and agree to comply with the Charter School's Animals at School Policy**

\_\_\_\_\_  
(Initials)

\_\_\_\_\_  
(Initials)

**We agree to indemnify and hold harmless Charter School for any and all actions, suits, claims, demands, defense costs and/or attorney's fees, or liabilities arising out of or related to the presence of the service dog at Charter School.**

\_\_\_\_\_  
(Initials)

\_\_\_\_\_  
(Initials)

**We agree to hold Charter School, its employees, agents, and assigns harmless for any injury to, including death of, the service dog.**

\_\_\_\_\_  
(Initials)

\_\_\_\_\_  
(Initials)

Parent/Guardian Signature : \_\_\_\_\_

Date

Student's Signature \_\_\_\_\_

Date

Please complete this form and return it to the Executive Director or designee.