



Long Valley Charter School

A Non-Profit Public Benefit Corporation

SERVICE ANIMALS ON SCHOOL PREMISES

Approved by: LVCS Board of Directors

Adopted: 12/12/19

Policy #: 6019

The Long Valley Charter School (“LVCS” or the “Charter School”) Governing Board, which operates two (2) charter schools, Thompson Peak Charter School and Long Valley School, adopts the following Policy regarding service animals on campus.

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

Definition of a Service Animal

- 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 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.

Only Service Animals are Permitted on Campus

Only service animals are permitted on campus. 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 LVCS property and/or facilities or to participate in LVCS-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 LVCS property and facilities or at LVCS-sponsored activities.

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.

Service Animal Requests

All requests for a member of the public or from a student to bring a service animal to a Charter School property and/or facility and/or Charter School function must be directed to the Executive Director, or designee. The Executive Director, or designee, 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. When practically possible, the Charter School encourages the member of the public or the student to notify the Charter School in writing within ten (10) business days prior to bringing the service dog to campus.

Inquiries by LVCS

LVCS 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?

LVCS will not make either of these inquiries when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

LVCS shall consider the following additional factors for miniature horses:

- The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- Whether the handler has sufficient control of the miniature horse;
- Whether the miniature horse is housebroken; and
- Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

LVCS may not ask for:

- A badge/identification (such as a harness, vest, patch, or tag) for the animal
- Proof or documentation that the animal has been certified, trained, or licensed as a service animal
- Proof that the person has a disability
- Require a demonstration of the work/tasks

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 always be on a leash, 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 always be in full control of the service dog.
- *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 LVCS 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 all vaccinations required by law, including, but not limited to, 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) works calmly and quietly on harness, leash, or other tether, (2) performs tasks in the school setting and lies quietly beside the student handler without blocking aisles, doorways, etc., and(3) be trained to urinate and defecate on command.

Disruptions and Removal

LVCS staff should immediately report any disruptive behavior of a service dog to the Executive Director. No attempt should be made by the LVCS staff member to separate a student from their service animal. LVCS 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 LVCS 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 individualize basis.

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

If LVCS 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.

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.

Special Education

Any request for a service animal by a student with a qualifying disability under IDEA or a Section 504 Plan will be discussed in an IEP/Section 504 meeting and the IEP/Section 504 team will determine the following:

1. Whether the student requires the service animal in order to access a Free Appropriate Public Education (“FAPE”); and
2. Whether the proposed service animal meeting the requirements of this Policy.

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 LVCS to process a request for the use of a service animals on campus. The presence of a service animal at LVCS presents unique health and safety concerns. To minimize any risks that a service animal may poses to students, staff, and the educational environment, LVCS requests the following information and authorizations to allow LVCS 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 LVCS to release the following personally identifiable student information necessary to inform the Charter School staff, students, and parents of LVCS of the presence of a service dog at LVCS:**
 - Student’s Name
 - Student’s Grade Level
 - Student’s Classes/Teachers(s)

(Initials) (Initials)

- **We agree to indemnify and hold harmless LVCS 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 LVCS.**

(Initials) (Initials)

- **We agree to hold LVCS, 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.