SERVICE ANIMALS

I. PURPOSE

The purpose of this policy is to put forth the process by which Lakes International Language Academy (the “School”) defines service animals and their use as is consistent with the Americans with Disabilities Act, 28 CFR 35, Minn. Stat. §§256C, and 363A.19.

II. GENERAL STATEMENT

Service animals are permitted to accompany individuals with a disability to public events or within public areas of the district, including transportation to and from School and school activities. Use of a service animal is subject to the following procedures.

III. DEFINITIONS

A. Service Animal: A “service animal” is a dog (regardless of breed or size) or miniature horse that is individually trained to perform work or tasks for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. 28 C.F.R. § 35.104

B. Handler: A “handler” is an individual with a disability who is accompanied by a service animal, a trainer who is accompanied by a service animal, or an individual who is handling a service animal for or on behalf of an individual with a disability.

C. The “work or tasks” performed by a service animal must be directly related to the individual’s disability.

D. The crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship are not “work or tasks” for the purposes of this policy. Therapy, comfort, and emotional support animals do not qualify as “service animals.”

IV. SERVICE ANIMAL REQUIREMENTS

A. Appropriately trained to perform a work or task directly related to the person disability. Prior to placement in the school building, the school district shall be provided a Service Animal Registration Agreement.

B. Service animal standards of behavior: Service animals must be harnessed, leashed, or tethered unless these devices interfere with the service animal’s work or the individual’s

Adopted: 03/12/209
SERVICE ANIMALS

disability prevents using these devices. In that case, the handler must maintain control of the animal through voice, signal, or other effective controls. A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the dog or miniature horse is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken.

V. HANDLER RESPONSIBILITIES

A. Care and supervision: A handler who is accompanied by a service animal is solely responsible for the care and supervision of the service animal, including, but not limited to, feeding, watering, exercising, cleaning, and toileting. Neither the district nor its staff will assume any such responsibilities.

The handler of the service animal shall be liable for any damage to persons, premises, property, or facilities caused by the service animal, including, but not limited to, clean up and stain removal unless the handler cannot perform these tasks due to their disabilities.

B. Control of service animal: Every handler who is accompanied by a service animal is responsible for ensuring that the service animal can be properly harnessed, leashed, or otherwise properly restrained so the handler can maintain control of the service animal purposefully moving machinery. Determination of whether to limit or exclude access of a service animal to specific programs or areas of the school facility will be made on a case-by-case basis.

VI. COMMUNICATION OF USE OF A SERVICE ANIMAL

A. Students with a disability to be accompanied by a service animal will have access to a form that shall be submitted to the Principal of the school the student attends, in writing, using the attached form. The Principal will notify the Director of Student Services or Special Education of the request.

B. Information communicated to the Principal must identify the need for the service animal as it relates to the individual’s disability and describe the work or tasks that the service animal is trained to perform.

C. Service animals are subject to local licensing and registration requirements and local requirements for vaccinations. Owners of a service miniature horse must provide proof of current vaccinations for rabies and any other vaccinations subject to local licensing and registration requirements and local requirements for vaccinations.

Adopted: 03/12/209
SERVICE ANIMALS

VII. ADDITIONAL PROVISIONS FOR SERVICE MINIATURE HORSES

Information communicated to the Principal involving a miniature horse to accompany an individual with a disability on district property or at a district-sponsored event will be handled on a case-by-case basis, considering these additional factors:

A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features (Miniature horses generally range in height from 24 inches to 34 inches measured to the shoulders and generally weigh between 70 and 100 pounds); and

B. whether the miniature horse’s presence will compromise legitimate safety requirements necessary for safe operation of the facility

VIII. EXCLUSIONS/REMOVALS OF SERVICE ANIMALS

The district retains the discretion to exclude or remove a service animal from its property if any of the previously listed conditions are not met.

IX. LIABILITY

The owner of the service animal is responsible for any harm or injury to an individual, and for any property damage caused by the service animal while on district property.

Adopted: 03/12/209
**SERVICE ANIMALS**

Service Animal Registration/ Agreement

Owner: ______________________________
Student: ____________________________

Type of service animal: ________________________________

Building:

- Lower School
- Annex
- Upper School

Documentation attached that the service animal is:

- [ ] Properly and currently vaccinated (required)
- [ ] Covered by adequate liability insurance (optional)
- [ ] Under the control of a properly trained handler (required)

Name of handler: ________________________________

I have read and understand Lakes International Language Academy Service Animal Procedure and will abide by the terms of the procedure.

I understand that if my service animal is: out of control and/or I do not effectively control the animal’s behavior and/or the animal is not housebroken and/or the animal’s presence or behavior fundamentally interferes in the functions of the School, my service animal will be excluded and/or removed from the property.

I agree to be responsible for any and all damage to School property, personal property, and any injuries to individuals caused by my service animal. I agree to indemnify, defend and hold harmless LILA from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my service animal.

Owner signature: ________________________________ Date: _______________

Adopted: 03/12/209
SERVICE ANIMALS

Principal Signature: ________________________________  Date: _________________

Note: This Registration/Agreement is valid until the end of the current school year. It should be renewed prior to the start of each subsequent school year or whenever a different service animal will be used.

Adopted: 03/12/209