

## **Tattnall County Procedure for Requesting the Use of a Service Animal**

### **I. DEFINITION OF SERVICE ANIMAL**

Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

### **II. Responsibility of the Service Animal**

The School District and its employees are generally not responsible for the care and supervision of a Service Animal. A Service Animal is the personal property of the Handler and/or his/her parent(s) or guardian(s). The School District does not assume responsibility for training, daily care, or healthcare of Service Animals. The Handler shall be responsible for ensuring that the Service Animal complies with each of the following requirements:

#### **A. Control**

i. A Handler must exercise control over their service animal at all times. A Handler shall be prohibited from transferring control of a Service Animal to another person for any period of time, absent the prior written approval of the Tattnall County School District. In addition, a Handler's control over a Service Animal shall be sufficient to prevent the Service Animal from engaging in unruly or disruptive behavior, including but not limited to barking, biting, growling, whining, attacking, jumping at others, jumping on others, or running around.

ii. 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) and will be approved for services based on the School District's discretion.

iii. If a Service Animal is out of control and the Handler does not take effective action to control it, the Handler may be asked to remove the Service Animal from Tattnall County Schools until

such time as the Handler is capable of exercising control over the Service Animal, as determined by Tattnall County Schools.

iv. In the event the Handler is not capable of exercising control over their Service Animal, the Handler shall be responsible for providing an individual to assist the Handler in exercising and maintaining control over the Service Animal at no cost to the District.

v. A Handler shall not bring a Service Animal to Tattnall County School District facilities whenever the Service Animal is ill. Whenever a Service Animal becomes ill while at Tattnall County School District facilities, the Service Animal shall be removed immediately.

vi. Handlers shall ensure that their Service Animal is clean and well groomed. Service Animals shall be free of fleas and other insects, free of foul odors, and appropriately groomed. Where a Handler is notified that a Service Animal is not clean and well groomed, the Handler shall not return to Tattnall County School District facilities with the Service Animal until the Service Animal has been appropriately treated, cleaned or groomed at the discretion of the District.

## **B. Liability**

i. The Handler and his/her parents are liable for all damages caused by the Service Animal, including, but not limited to, injuries to other students or staff, damages to Tattnall County School District property, damages to staff or student property, cleaning costs, etc.

ii. The Handler shall report all incidents of property damage or personal injury caused by the Service Animal at Tattnall County School District facilities or School District events to the local school principal within twenty-four (24) hours.

## **III. PROCEDURES/REQUIREMENTS FOR REQUESTING A SERVICE ANIMAL**

Use of service animals by staff or students with a disability is subject to the following procedures and requirements.

A. Any person requesting a service animal must submit a written request to the Director of Special Education as far as in advance as possible. Such request must identify and describe the need for the service animal as it relates to the staff member or student's disability and describe the manner in which the service animal will meet the individual's particular need(s) and provide information regarding the need for a service animal (such as a letter from their physician who is the health care provider).

B. Any use of a service animal on campus must be approved by the Director of Special Education via this process

C. As part of the School District's consideration of a request for the use of a service animal, which includes transportation, the School District may request certain documentation, including, but not limited to:

1. documentation that the service animal is properly trained, and housebroken;
2. certification of proper vaccinations verified by a veterinarian;
3. documentation that the animal has a handler capable of handling the service animal;  
and
4. documentation of adequate liability insurance.

D. The School District's review of a request for the use of a service animal may include consideration by a student's special education (IEP) team and/or Section 504 team. Also, the School District may require a meeting with and/or additional information from the staff member or parent requesting the use of a service animal, including, but not limited to, documentation/consultation from the staff member's or student's health care provider.

E. The use of a service animal on School District property may be subject to a plan which introduces the service animal to the school environment, any appropriate training for staff and students regarding interaction with the service animal, and other activities or conditions deemed necessary by the School District. The School District's approval of the use of a service animal on School District property is subject to determination, periodic review, revision or revocation by the School District Administration that the animal meets the requirements set out by the District and Federal Regulations with regard to Service Animals.

F. The use of a service animal on School District property to provide access to a person with a disability may be subject to inquiry as allowed by State and Federal law.