

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is executed on September 13, 2021, by and between the Stephenville Independent School District, (hereinafter referred to as "School District)," and Anything's Paws-ible Stephenville, (hereinafter referred to as ("Owner of the Therapy Animal"), and collectively known as the "Parties" for the purpose of establishing and implementing a Therapy Animal Program at Stephenville Independent School District.

WHEREAS, it is the intention of the Parties to provide the School District with all completed and up to date paperwork that is necessary for the approval process, so that the Owner of the Therapy Animal can participate in the Therapy Animal Program for the purpose of providing students (hereinafter referred to as "Students" or "Participants") with the opportunity to receive AAI (Animal Assisted Intervention) Instructional Programming and/or social emotional support.

IN ADDITION, the Parties are desirous to enter an understanding, thus setting out all necessary preparations that both Parties agree shall be necessary to complete the Therapy Animal Program Approval Process.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

- This Agreement forms the basis of mutual understanding and respective responsibilities between the School District and the Owner of the Therapy Animal.
 - This Agreement will be for a period of one year, with review for continuation of the Program at yearly intervals. Renewal of this Agreement and continuation of the Program will be subject to each Party signing the renewal agreement.
1. School District agrees:
- To the extent School District is able, to provide Students with a safe setting to participate in a Therapy Dog Program. The School District shall provide sufficient oversight of the Program to ensure that all required documents and trainings are completed and up to date.
 - To provide assistance in implementing new Therapy Animal Program to the Standards established in the School District Policy and Guide.
 - To comply with all applicable laws and regulations.

2. Owner of Therapy Animal agrees:

- To provide all required and current documents before set deadlines, which include:
 - School District Therapy Animal Request Form
 - Current Vaccination Record from a local Veterinarian.
 - Current Health Certification
 - Current Liability Insurance coverage. (Recommended coverage \$1MM)
 - Current Registration and Certification of the Handler
 - Currents Certification and Registration of the Animal
- Not to bring the Therapy Animal to school without prior approval through the School District and completed mandatory training, if applicable.
- To ensure parents are informed and consent to the proposed Therapy Animal Program.
- To inform the School District in writing of any change in the Program or any limitations in the services you have agreed to.
- To attend all mandatory training offered by the School District.
- To ensure if the animal is sick that it will not be brought to School.
- To ensure that all rules and regulations established by the School District are followed.
- To ensure that the animal is on a leash at all times and never without the handler.
- To comply with all applicable laws, regulations and District Policies.

II. Term of Agreement

- This Agreement will be for a period of one year, effective upon all signatures of the Parties, with review for continuation of the Program at yearly intervals.
- All provisions of this Agreement are separate and divisible, and if any part is held invalid, the remaining provisions shall continue in full force and effect.
- This Agreement may also be terminated by the certifying agency.

III. Insurance and Liability

- The School District and the Owner of the Therapy Animal must secure and maintain comprehensive general liability insurance with the minimum amount stated above, per occurrence. The Owner of the Therapy Animal must provide current proof of liability insurance to the School District. Further, the Certificate of Insurance shall provide that the insurance may not be canceled, or non-renewed, or the subject of change in coverage or available limits of coverage.

- The Owner of the Therapy Animal agrees to defend, hold harmless, and indemnify the School District and its Directors, officers, employees, agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including and without limitation, attorney's fees) for injury or death of persons or animals, including employees of the School District, and damage to property including property of the Owner of the Therapy Animal, caused by the Therapy Animal.

IV. Assignment

- Neither Party to this Memorandum of Understanding may assign or transfer the responsibilities or agreement made herein without prior written consent of the non-assigning party, which approval shall not be unreasonable withheld.

SCHOOL DISTRICT OFFICIAL

OWNER OF THERAPY ANIMAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____