

Memorandum of Understanding for Therapy Dog Owner/Handler

The undersigned (“Owner/Handler”) and the Kent Intermediate School District (“District”) agree to the following terms, which constitute binding conditions for the Owner/Handler to be on District property with a Therapy Dog. For purposes of this Memorandum of Understanding, the following definitions apply:

- *Therapy Dog*: A Therapy Dog is a dog that has been individually trained and certified by a recognized therapy dog training organization to assist in activities and interactions under the direction and control of a Owner/Handler to calm or comfort students and employees and that is currently engaged in such duties for the District.
- *Therapy Dog Services*: Therapy Dog Services are services provided by a Therapy Dog to calm or comfort students or employees.
- *Owner/Handler*: a District employee who owns the Therapy Dog and has been trained to manage and control the Therapy Dog.
- *District Handler*: a District employee who has been trained to manage and control the Therapy Dog.

Whereas, Owner/Handler wishes to bring a Therapy Dog onto District property to provide Therapy Dog Services; and

Whereas, the District wishes to engage the Owner/Handler for the provision of Therapy Dog Services, subject to the terms of this Memorandum of Understanding; and

Whereas, the District and the Owner/Handler agree that all Therapy Dog Services provided by the Therapy Dog will be subject to this Memorandum of Understanding;

The Parties agree as follows:

1. **Therapy Dog Requirements**: The Owner/Handler affirmatively states, based on personal knowledge, that the Therapy Dog:
 - a. Is owned by the Owner/Handler;
 - b. Satisfies the definition of a Therapy Dog under this Memorandum of Understanding;
 - c. Is well behaved and has a temperament that is suitable for interaction with students and others in a public school setting;
 - d. Is clean, well-groomed, in good health, and house broken;
 - e. Is current on rabies vaccine and is immunized against other diseases common to dogs, consistent with generally recognized veterinary recommendations;
 - f. Is on continued preventative maintenance for heartworm and flea/tick control year-round; and
 - g. Is licensed, to the extent required by any relevant municipality.

The Owner/Handler will ensure that the above-stated assurances remain true during any times the Therapy Dog is on District property.

2. **Documentation:** The Owner/Handler will, upon request, provide written proof to the District of those assurances set forth in Paragraph 1 above.

3. **Authorized Times/Locations:** The Owner/Handler will ensure that students and staff have access to the Therapy Dog on a daily basis and in a manner agreed to by campus administration and consistent with the Therapy Dog's well-being. The Owner/Handler will collaborate with building administrators to schedule classroom visits and other duties for the Therapy Dog, including times that other District Handlers will have control of the Therapy Dog. The Owner/Handler will also bring, or make available for other District Handlers to bring, the Therapy Dog to evening and public events as directed by campus or District administration.

4. **Right to Exclude:** The District may exclude the Therapy Dog from school property at any time, for any reason, with or without notice to the Owner/Handler. The Owner/Handler does not have a continuing or ongoing right to bring the Therapy Dog onto District property.

5. **Interference with Employment Responsibilities:** The Therapy Dog may not interfere with the Owner/Handler's primary job responsibilities. If the District determines, in its sole discretion, that the Therapy Dog is interfering with the Owner/Handler's job responsibilities, the Owner/Handler will be directed to immediately discontinue having the Therapy Dog on District property.

6. **Responsibility for Care of the Therapy Dog:**

- a. District responsibilities: While serving as a District Therapy Dog, and when not otherwise covered by a grant or non-profit agency, the District will reimburse the Owner/Handler for the Therapy Dog's food, veterinary bills for preventive care and for care related to any accident or injury to the Therapy Dog occurring while on duty for the District, and any refresher training courses attended by the Therapy Dog and the Owner/Handler or other District Handlers.
- b. Owner/Handler responsibilities: Ensuring that the Therapy Dog receives adequate care and supervision to maintain general good health, including attending veterinary appointments and providing treatment as needed.

7. **Control and Supervision:** The Therapy Dog will remain under the Owner/Handler's immediate control at all times the Therapy Dog is on District property unless the Therapy Dog is with another District Handler. The Owner/Handler will immediately remove the Therapy Dog from any circumstance in which the Therapy Dog becomes aggressive or disruptive. The Owner/Handler will immediately remove the Therapy Dog from any location where it is evident that the Therapy Dog is posing a health or safety risk to another person, including a risk to a person's mental health. The Owner/Handler will not knowingly allow the Therapy Dog to be in close proximity to any person who is allergic to the Therapy Dog.

8. **Transportation:** The Owner/Handler is responsible for transporting the Therapy Dog to and from school or for making the Therapy Dog available for transport by another District Handler. The Therapy Dog may not be present on school buses or other District-provided transportation.

9. **Policy Compliance:** The Owner/Handler will comply with all District policies and rules, including policies regulating animals on District property.

10. **Dog Bite Liability:** The Owner/Handler acknowledges and understands that under Michigan law, the owner of a dog is strictly liable for any damage caused by a dog bite. The Owner/Handler accepts that liability and agrees to indemnify and hold the District harmless from any claims, causes of action, loss, cost, or damage of any kind, including, without limitation, actual attorney's fees and costs incurred by the District or on the District's behalf, related in any way to a bite by the Therapy Dog.

11. **General Liability:** The Owner/Handler understands that dogs may cause other injuries and damages to persons and property. The Owner/Handler is responsible for any injury or damage to persons or property caused by the Therapy Dog, including, without limitation, damage to District property. The Owner/Handler will indemnify and hold the District harmless from any claims, causes of action, loss, cost, or damage of any kind, including, without limitation, actual attorneys' fees and costs incurred by the District or on the District's behalf, that arise out of, pertain to, or relate to the Therapy Dog or the Therapy Dog Services.

12. **Assumption of Risk:** The Owner/Handler further agrees to accept all risks related to the handling of dogs, including, without limitation, the risk that the Owner/Handler may be bitten, scratched, tripped, pulled, or otherwise injured by the Therapy Dog. The Owner/Handler releases and holds the District harmless from any such injury or resulting damages, including, without limitation, actual attorneys' fees and costs incurred by the District or on the District's behalf defending against any such claim or cause of action brought by or on behalf of the Owner/Handler.

13. **Insurance:** The Owner/Handler will maintain insurance covering against any claims identified in Paragraphs 10 through 12 of this Agreement, with a minimum single-incident coverage cap of no less than \$5,000,000.

14. **Non-Enforcement of Waiver.** The District and the Owner/Handler may enforce this Agreement in strict accordance with its terms, notwithstanding any conduct or custom on the part of a party in refraining from doing so at any time.

15. **Entire Agreement.** This document represents the parties' entire Agreement and supersedes all prior negotiations, representations, or contracts, either written or oral, related to the subject matter of this Agreement. Modification to this Agreement, including to this Paragraph, may only be made by a writing signed by both parties.

I understand, and agree to be bound by, the above terms.

Owner/Handler Name:

Authorized District Representative:

Print: _____

Print: _____

Sign: _____

Sign: _____

Date: _____

Date: _____