

Agreement Scottish Borders Council and School Dog Owner/ Handler

This agreement is entered into on (*Insert Date*) by, and between, Scottish Borders Council (insert name of *Head Teacher or Officer of Council to include designation*) hereinafter referred to as “Scottish Borders Council” and (*Insert Dog Owner/ Staff Member/ dog Handler name and designation within the school*) the owner/ handler of school dog, hereinafter referred to the “owner/handler.”

This agreement relates to the school dog named (*insert name of school dog*) hereinafter referred to as the “school dog” for (*insert name and address of Scottish Borders Council school/ education setting*)

1. Purpose of the Agreement.

The Purpose of this Agreement is to acknowledge that the handler of the school dog is also the owner of the school dog as per Scottish Borders Council School Dogs Policy.

The purpose of this agreement is to outline the terms and conditions for the presence of, and the activities of, the school dog within the school premises.

It aims to provide an agreed framework for the role and responsibilities of the owner/ handler and the Council in terms of the introduction of school dogs within all or any, Scottish Borders Council Schools which wish to consider and look to receive a school dog within the school setting.

2. Certification and Health

- a) The owner/ handler as designed above agrees to undertake all training and assessment with regards to handling and caring for the school dog as required as per School Dogs Policy. Agreement is to be reached by mutual negotiation for funding for such training and assessment with the headteacher, as required.
- b) The Owner/ Handler as designed above, agrees to provide documentation upon request, of the school dog’s certification as a suitably trained and independently assessed to a satisfactory behaviour standard through Canine Concern Scotland/ Kennel Club/ Dogs Trust or some other such equivalent body as per School Dogs Policy. Scottish Borders Council reserves the right to make the final determination as to whether the school dog is suitably trained to the reasonable standard expected to become a certified school dog, to be allowed in school as per The School Dogs Policy. Scottish Borders Council reserves the right to request updated training /

documentation as needed to continue to provide certification for the purposes of the dog being a school dog.

- c) The owner and Handler agrees to provide documentation upon request of all vaccination records, and any health certificates, as necessary and provide updates when requested.

3.Responsibilities of the Owner/Handler

The Owner/Handler agrees to: -

- (a) Ensure the School dog is appropriately covered by a domestic pet insurance policy and that this is renewed and updated, as required. Scottish Borders Council reserves the right to request updated documentation, as needed.
- (b) Ensure the school dog is supervised during its presence in school and always adhere to Scottish Borders Council's School Dogs Policy with regards to responsibilities of the school dog owner/ handler.
- (c) Ensure the school dog is always appropriately behaved, and under control, as far as reasonably practicable, and to always follow Scottish Borders Council's School Dogs Policy.
- (d) Ensure the health and well being of the school dog is prioritised and safeguarded as per the Scottish Government Guidance on Welfare of Dogs as referenced in School Dogs Policy.
- (e) Notify Scottish Borders Council immediately in the event of any change in circumstance in the school dogs health, welfare, certification, or vaccination status.

4.Responsibilities of Scottish Borders Council.

Scottish Borders Council agrees to: -

- a) Ensure the owner/handler is fully supported and trained in the use of the School Dog within school as per the School Dogs Policy to include a mutual agreement with owner/ handler and head teacher as regards training courses/ updates etc and in terms of safeguarding the health and welfare of the school dog.
- b) Ensure that the School Dog is appropriately insured in term of third-party liability insurance cover and that such a policy covers the use of the school dog on Scottish Borders Council premises for training and providing services with pupils.
- c) Ensure that such a third-party liability policy cover is maintained and renewed as per Scottish Borders Council's School Dogs Policy and agrees to provide evidence of such insurance upon request.

5.Reviews and Termination

Scottish Borders Council retains the right to undertake a full review of the School Dogs Policy and the decision allowing the school dog within school. For example, should a considerable proportion of the School Parent/ Carer community be in opposition to the introduction of a school dog or opinions change within the school community following the use of a current in place school dog then it is deemed that a review must take place.

Scottish Borders Council retains the right to immediately revoke access to the school dog within school and ask the owner/handler to remove it from school setting if it is deemed disruptive, unsafe or the health or wellbeing of the dog is questioned. A full review to include a comprehensive Health and Safety audit must always be carried out before the reintroduction of the school dog on the school premises as per School Dogs Policy.

Either party to this agreement may terminate this Agreement with written notice if the terms and conditions outlined herein are not adhered to.

Should the owner/ handler provide notice of employment contract termination or the owner/ handler has their employment contract terminated by notice provided by Scottish Borders Council, the school dog shall be deemed to have been given simultaneous notice on the same date (for the purposes of the school dog's presence in school) and as such the dog's presence in school shall also cease on the last date of the owner/handler's employment. This is to allow for the removal of a school dog at the same time as the owner/ handler ceases employment and to ensure that a smooth transition period/ acclimatisation period for removal of the school dog from the school, and for the news of the school dog removal to be conveyed to staff and pupils at the school in a timely and considerate manner.

Print School Name

Print School Dog Name.....

Signed for and on behalf of Scottish Borders Council(Signature)

Printed Name

Designation with SBC

Date.....

Signed by Owner/ Handler(Signature)

Printed name

Designation within SBC.....

Date.....