

Service Animal on Campus Disability Accommodation Application and Registration: Information and Request Form

#### I. Reasonable Accommodation Information

Pets are not permitted on the premises of Gallaudet University, including in University Housing, with the exception of Service Animals and approved Emotional Support Animals (when in compliance with University policy as outlined in the Administration and Operations Manual) and fish in a properly maintained aquarium no more than ten (10) gallons in size, per Residence Life and Housing policy.

As an institution of higher education serving deaf and hard-of-hearing individuals, Gallaudet University has, over the years, instituted numerous accommodations. The University has also implemented many technological and other enhancements to facilitate a fully accessible, barrier-free environment for its constituents. The University is committed to providing reasonable accommodations for students, employees, and visitors with disabilities who have a disability-related need for a trained Service Animal in order to have an equal opportunity to use and enjoy University housing. University housing includes all traditional residence halls (Ballard West, Benson Hall, Carlin Hall, Clerc Hall, the Living and Learning Residence Hall 6 - LLRH6 - and Peet Hall), the Faculty Row Houses (Ballard House, Denison House, and Fay House), and the Kendall and MSSD Apartment Complexes.

This form is used to initiate a Disability Accommodation Application/Request to Reside in University Housing with a Service Animal. What is a Service Animal?

- A Service Animal is defined by the Americans with Disabilities Act (ADA) as a dog that is individually trained to do work or perform tasks for a person with a disability. Such trained tasks may include, for example, pulling someone in a wheelchair, guiding a person who is blind, or delivering medicine or emergency alert assistance to a person who is nearing a seizure. The tasks a Service Animal can perform are not limited to this list. However, the work or task a Service Dog does must be deliberately trained and directly related to the person's disability. Service Animals are permitted to accompany people with disabilities into places on campus where the public is normally permitted (library, auditorium, etc.). If you are a Gallaudet University student or employee with a disability who requires a Service Animal in order to use and enjoy University housing, please complete this form in compliance with University Service Animal policy 1.08.
- By contrast, an Emotional Support Animal (ESA) is an animal (typically a dog or cat although this may include other animals) that is prescribed by a healthcare professional to provide a therapeutic benefit to a person with a psychiatric or psychological disability through companionship and emotional support. An ESA is not specifically trained to perform tasks to mitigate the symptoms of the owner/handler's disability. Under the federal Fair Housing Act (FHA), an approved ESA is viewed as a "reasonable accommodation" in a housing unit that has a "no pets" rule for its residents. If approved as a reasonable accommodation, the Emotional Support Animal's access is restricted to the individual's respective housing assignment (hereafter "dwelling") in Gallaudet

University Housing. Unlike a Service Animal, an ESA is NOT granted access with its owner/handler to places of public accommodation on the Gallaudet University campus (classrooms, library, dining areas, etc.).

### Please Be Advised:

 There are individuals and organizations that sell Service Animal and/or Emotional Support Animal certification or registration documents online. These documents do not convey any rights under the ADA and FHA, and the Department of Justice does not recognize them as proof that an animal is a Service Animal. Consequently, such online certification/registration documents will not be recognized or accepted as proof that a dog is a trained Service Animal.

### II. Reasonable Accommodation Qualifying Criteria

For an individual to qualify to have a Service Animal reside with them in their unit:

- The requester must have a disability as defined by the ADA; and
- The animal must fully meet the ADA definition of a Service Animal (including being of sufficient age and training, and be housebroken) and
- The exception to the University's no-pets rule (reasonable accommodation) is necessary to afford the requester an equal opportunity to use and enjoy University Housing; and
- There is no alternative accommodation that would effectively address the requester's disability-related need without a fundamental alteration to the provider's operations and without imposing an undue financial and administrative burden; and
- The animal must not pose a direct threat of harm to others, or be likely to cause substantial physical damage to the property of others; and
- If the requester wishes to reside in University housing with the Service Animal, the requester is asked to register the animal with the Assistance Animal Accommodations Team as a disability-related accommodation; and
- The request should ideally be made to the Assistance Animal Accommodations Team at least sixty (60) days prior to the anticipated arrival date on campus and;
- The handler and Service Animal team agree to adhere to the stipulations of the Service Animal Behavior Guidelines (below).

**Note**: If a Service Animal Disability Accommodation Request is submitted fewer than sixty (60) days before the desired approval date of beginning residence with a Service Animal in University housing, every attempt will be made to review and respond to requests in an expedited manner to ensure appropriate housing arrangements in conjunction with the Office of Residence Life and Housing. However, due to housing and space constraints, the University cannot guarantee that it will be able to accommodate specific room requests related to Service Animal accommodations during the first semester of the requested term of occupancy.

## II. How Gallaudet Assesses Qualifying Criteria To Determine Reasonableness

In applying the above qualifying criteria, Gallaudet will be guided by the following interpretive principles, rules and factors:

• The requester will have the burden of demonstrating, through documented expert opinion, testimony and other evidence, that the requester would not be able to use and enjoy Gallaudet Housing facilities "but for" the requested exception.

- The requester will have the burden of demonstrating, through documented expert opinion, or other evidence, that the animal is both necessary and reasonable for equal enjoyment and use of University Housing.
- The requester must also demonstrate that no other means and methods, or combination of means and methods, are available to adequately manage or mitigate their disability in the housing context absent the service animal. If such other means and methods, or combination of means and methods, are available to the requester to adequately manage or ameliorate the symptoms of the requester's disability to such a degree that the requester, with the aid of those other means and methods, would be able to use and enjoy Gallaudet University Housing, then no exception to the no-pets policy will be granted.
- The medical or psychological documentation presented must be from licensed providers who are currently providing treatment to the requester and are not related to the requester.

## III. Reasonable Accommodation Request Procedure

If you believe you have a qualifying disability and need for a Service Animal to reside in University housing, please follow this established process that allows you to document your need for your Service Animal as a reasonable accommodation in Gallaudet University Housing facilities. Your disability documentation and submitted evidence must demonstrate that you meet the Qualifying Criteria listed above. Most crucially, you must demonstrate that one or more of your major life functions are significantly, amply or substantially limited in the residential environment, and that your requested Service Animal is necessary for you, or essential to your ability, to have an equal opportunity to use and enjoy Gallaudet University Housing. The documentation and other information you submit should also directly address the "interpretive principles, rules and factors" set forth above. The steps in this procedure are outlined below:

- 1. The requesting individual should complete form Sections A-D: including:
  - a. Owner/Handler Personal Information
  - b. Signed Service Animal Owner/Handler Responsibilities Contract
  - c. Emergency Contact Information
  - d. Roommate(s) Consent Contract
- 2. The requesting individual's licensed treating veterinarian who provides care for the Service Animal in question should complete and return form *Section F: Service Animal Veterinary Information*, along with documentation attesting to the animal's health.
- 3. The requesting individual should return all of the above signed sections of the completed form to the Assistance Animal Accommodations Team (via <u>assistance.animal@gallaudet.edu</u>) to initiate a Disability Accommodation Request to reside in University housing with an Emotional Support Animal (ESA). The request should be submitted no fewer than sixty (60) days prior to the desired date of beginning cohabitation with the requested Service Animal.

## IV. Reasonable Accommodation Determination and Notifications Procedure

1. Upon receipt of this form and all necessary attachments, the Assistance Animal Accommodations Team will review the completed, submitted *Service Animal Disability Accommodation Request Form* along with supporting evidence and documentation in order to determine whether there is sufficient evidence to warrant the Service Animal as a reasonable accommodation in University Housing.

- 2. The requesting individual will be informed of the initial assessment by email no later than three (3) weeks after the initial submission and receipt of the *Service Animal Disability Accommodation Request Form* and all supporting evidence and documentation.
- 3. If there is sufficient evidence of qualifying need, the requesting individual will be invited to schedule an in-person meeting with the Assistance Animal Accommodations Coordinator for an individualized assessment of the Service Animal in question to determine if the specific animal poses a direct threat of harm or would cause substantial property damage.
  - Gallaudet University is not required to make a reasonable accommodation if the
    presence of the animal would (1) pose a direct threat of harm to others; (2) result
    in substantial physical damage to the property of others; (3) pose an undue
    financial and administrative burden; or (4) fundamentally alter the nature of the
    University's operations.
- 4. If it is determined that conditions exist for a reasonable accommodation, the Assistance Animal Accommodations Team will forward a formal notice, on behalf of the requester, to the Director of Residence Life and Housing for their decision and recommendation on housing assignment location.
- 5. The Assistance Animal Accommodations Coordinator will forward a formal, final determination of approval of the accommodation request to the Assistance Animal Accommodations Team along with date of effective start and expiry of approval. The completed, signed request form and all supporting evidence and documentation will be entered into the University's Campus Animals Database.
- 6. Upon approval, the requester is expected to comply with all University requirements, deposit/application procedures, and behavior code policies regarding noise, cleanliness and conduct. Handler/owners are strictly responsible for their animal's behavior.



# Service Animal Disability Accommodation Application Request Form for University Housing: Sections A-D

Sections A-D are to be completed by the individual requesting a disability-related reasonable accommodation to reside with a Service Animal in University Housing, with additional information and signatures required to indicate consent of emergency contact person(s) and roommate(s), where applicable. <u>Please type or print legibly.</u>

A. Owner/Handler Personal Information
Requester Name:
Are you a:  Gallaudet Student Clerc Center Employee Gallaudet Employee Other:
Have you registered with the Office for Students with Disabilities (if you are a Gallaudet student) or with the University Equal Employment Opportunity (EEO) office (if you are a Clerc Center or University Employee)? <ul> <li>No</li> <li>Yes</li> </ul>
1. Are you an individual with a disability, as defined by the ADA? $\Box$ No $\Box$ Yes
<ul> <li>2. Is your dog a service animal individually trained in tasks to mitigate your disability?</li> <li>□ No □ Yes</li> </ul>
3. What tasks is your service animal trained to do for you related to your disability?
Please explain your need for an accommodation to reside in University Housing with a Service Animal, based upon your documented disability:
Please indicate the semester(s) and corresponding year(s) for which you are requesting an
accommodation to reside with your Service Animal in University Housing:

□ Fall	□ Spring		Summer	
Please indicate your	anticipated campus □ Ballard West		ESA, if known: □ Carlin Hall	□ Clerc Hall
Denison House	□ Fay House		□ Peet Hall	$\Box$ Kendall Apts.
□ MSSD Apts.	□ Other:			
Please indicate your	anticipated unit/room	n/apartment numbe	 r, if known:	

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## **B. ESA Owner/Handler Responsibilities Contract**

**REQUIRED:** <u>Please review and check each box</u> to indicate understanding and consent to adhere to the following guidelines governing the presence of animals on campus. Sign below to indicate your commitment to adhere to the *Service Animal Owner/Handler Responsibilities*. **Note: Failure to follow these requirements may result in denial of an accommodation request or in the required removal of the animal from University housing.** 

□ Vaccinations and Licensure: In accordance with District of Columbia ordinances and regulations, the Service Animal must be kept up-to-date on all required and recommended immunizations against diseases for the species in question. District of Columbia licensure will be maintained and kept current for the duration of occupancy. It is the responsibility of the owner/handler (defined as individual with the disability who requests and receives approval to reside on campus with the Service Animal) to know and understand these ordinances, laws, and regulations. The University may request updated verification regarding a Service Animal's vaccinations and licensure at any time during the animal's residency, but verification will at a minimum be required at the *start of each academic year* the Service Animal is in residence.

□ *Health*: The Service Animal should be in good health, as indicated by a licensed veterinarian. The University has authority, but not does maintain the responsibility, to direct that the Service Animal receive veterinary attention in emergency circumstances.

□ *Owner/Handler Control*: The owner/handler is responsible for assuring that the Service Animal does not pose a threat to the health, safety, or property of anyone in the Gallaudet University community, nor unduly interfere with or adversely affect the routine activities of University Housing, the University, or other residents. A Service Animal may not display behaviors or cause disturbances that are deemed disruptive or dangerous to others (e.g. excessive barking, growling, biting, hissing, scratching, jumping, etc.). The University may require a Service Animal be removed from campus if it is out of control and the owner does not take action to control it, if it is not housebroken, or if it poses a threat to health and safety of other people or animals. The owner/handler must be in full control of the Service Animal at all times.

□ *Crating/Caging:* The Service Animal must remain with its owner/handler at all times as appropriate to its work, and/or must remain in a crate, kennel, or cage within the assigned dwelling when the owner/handler is absent and/or when University personnel are present in the room to complete facilities maintenance/work orders.

□ *Toileting*: It is the owner/handler's responsibility to immediately remove and properly dispose of the Service Animal's waste, which must be placed in a sturdy plastic bag before disposal, and disposed of in an outside trash receptacle.

□ *Cleanliness*: The Service Animal must be clean and kept in good hygiene. Any and all bathing/washing of the approved Service Animal must take place off campus. The University will not require any surcharges or fees for a Service Animal in University Housing, because a Service Animal is a disability-related accommodation. However, any cost incurred by the University to clean up a mess or repair damage to property caused by a Service Animal beyond normal wear and tear will be the financial responsibility of the owner/handler. That is, the owner/handler will be charged for damage caused by a Service Animal to the same extent that the University would normally charge any resident or visitor for the damage caused to University property. This may include charges for excess cleaning and/or replacement of any

carpeting or furnishings. If the Service Animal creates a mess that the owner/handler is unable to clean due to disability, the owner/handler must make other appropriate arrangements for cleaning the area and notify Residence Life and Housing.

□ *Measures of Infestation Prevention and Control:* Because of the shared space of the University Housing environment, measures should be taken at all times for flea, pest, or other infestation and odor control. Should the Service Animal be discovered to have fleas, the owner/handler may also be held responsible for the cost of flea abatement in the areas where the animal may reside, as well as other areas it frequents routinely. This shall include any cleaning beyond that routinely done for that dwelling or site. Cleaning services beyond those routinely performed may include, but are not limited to, replacement of furniture, steam cleaning of all carpets and drapes, and abatement for fleas or other pests and odor. The owner/handler will be billed for the expense of any pest treatment necessitated by the presence of the Service Animal, including by applying such charges to the individual's University account. The owner/handler is expected to cover these costs at the time of repair or when moving out.

□ University Release from Liability: From time to time, the University may use pesticides, pest control devices, cleaning supplies, and other materials for the maintenance and operation of University housing. The University will make an effort to notify residents in advance so that if the owner/handler feels the need to make arrangements to remove their Service Animal from campus for the duration of the cleaning, at their own discretion and cost, they may do so.

□ *Care and Supervision*: The care and supervision of the Service Animal is solely the responsibility of the owner/handler (the person with the disability for whom the Service Animal has been trained). The owner/handler is therefore responsible for ensuring the safety of their Service Animal and the University community at all times. All liability for the actions of the animal, including but not limited to aggressive behaviors or those which may be perceived or experienced as aggressive, are the responsibility of the owner/handler, including financial obligations of bodily injury. The University encourages owner/handlers to consider appropriate liability insurance.

□ *Neglect/Mistreatment*: If it is suspected or discovered that the Service Animal is being neglected, mistreated, or has been abandoned, members of the campus community may contact the Department of Public Safety (DPS); additionally, the University may contact the Animal Control Unit of the Metropolitan Police Department for appropriate follow-up. Any evidence of mistreatment, neglect, or abuse may result in immediate removal of the animal and/or discipline for the responsible individual.

□ Overnights: The owner/handler may not leave the Service Animal overnight in University Housing, even with a roommate(s) present. As approval of a Service Animal is contingent on the need of the individual with the disability, the animal must be brought off-campus with the owner/handler if the individual leaves campus for an extended period, defined as an overnight visit or longer duration of absence. Additionally, the owner/handler must make proper arrangements for the removal and care of the animal off-campus while University Housing is closed for breaks. The need to care for a Service Animal is not on its own a valid reason for permission to stay on campus over a break or any other period when University Housing is closed.

□ *Emergency Contact Information*: The owner/handler will provide emergency contact information for another caregiver/responsible individual who is familiar with the needs of the

Service Animal and willing and able to assume responsibility for its care, should the owner be rendered incapacitated at any time. The caregiver/emergency contact should ideally reside off campus and must be available to remove the animal in a timely manner, roughly 6 hours

□ *Emergency Preparedness:* During fire drills and/or emergency preparedness procedures, the owner/handler will remove the Service Animal from their dwelling for the duration until such time as approval is granted for residents to return to the dwelling. Gallaudet University personnel shall not be required to provide care for any animal including, but not limited to, removing the animal during emergency evacuation for events such as fire alarms or drills. In the event of an actual emergency, University personnel will determine whether to voluntarily remove the animal from the dwelling if the owner/handler has not already done so, and may not be held responsible for the care of, injury to, or loss of the animal.

□ Safety and Financial Responsibility: The University may require that the Service Animal be removed from campus without warning if removal is warranted due to safety concerns. The owner/handler is financially responsible for any costs associated with removal of the animal including for any bodily injury or property damage caused by the animal.

□ Successor/Replacement ESA Requests: Should the owner/handler wish to submit a new written request to the Assistance Animal Accommodations Team in the event of a Service Animal's death or retirement, the owner/handler agrees to abide by all University policies, including all University Housing policies and guidelines. Any violation of such policies may result in removal of the animal from the University premises. Reported violations will be reviewed in keeping with University policies related to disciplinary sanctions.

Contract Limitations: Approval of the Service Animal in University residence may be revoked if the animal's presence poses a direct threat to the health and safety of individuals on campus, including but not limited to the animal's illness, lack of cleanliness, lack of handler control, or presence in an inappropriate area that may put the animal or others at risk. If an owner/handler is asked to remove the Service Animal due to failure to comply with the Service Animal Owner/Handler Responsibilities Contract, the owner/handler may still be permitted to use and enjoy their assigned University dwelling without the Service Animal, contingent upon adherence to all other University policies. Similarly, in the event of safety concerns, the University may relocate the owner/handler and approved Service Animal to other housing arrangements consistent with University policy.

 Duration of the Contract. Approval of the Service Animal for residence in University housing is effective only as long as it is necessary because of the owner/handler's disability-related need. The owner must notify the Assistance Animal Accommodations Team as well as Residence Life & Housing in writing immediately if the approved Service Animal is no longer needed or is no longer in residence.

□ I have reviewed and agree to adhere to the above terms outlined in Section B. Service Animal Owner/Handler Responsibilities Contract.

□ I authorize Gallaudet University to discuss my personal health information, reasonable accommodation request, and housing arrangements with my medical provider, understanding that medical information provided to the Assistance Animal Accommodations Team is confidential and specific information about my disability will not be released without my consent.

Requester Signature: Date:



# Emotional Support Animal Disability Accommodation Application Request Form for University Housing: Section C: Emergency Contact Information

C. Emergency Contact Information
In the event that I, (requester name) as the owner/handler of (ESA name) become incapacitated, the following is the emergency contact information for a caregiver/responsible individual who is familiar with the needs of my requested ESA and who has agreed to provide care for the animal as needed.
Emergency Contact Name:
Emergency Contact Relationship to Owner/Handler:
Emergency Contact Address:
Emergency Contact Phone:  UVUVPUText
Emergency Contact Email:
I, (above-named emergency contact) have been made aware of my responsibilities to care for the above-named animal in the event of an emergency:  Delta No  Delta Yes
Emergency Contact Signature:          Gallaudet ID (if applicable):



## Service Animal Disability Accommodation Application Request Form for University Housing: Section D: Roommate Consent Contract

### **D. Roommate Consent Contract**

To be reviewed and signed by each roommate/suitemate/housemate prior to the requested animal occupying the assigned dwelling:

I acknowledge that my roommate, \_\_\_\_\_\_ (above-named resident owner/handler), has requested that their Service Animal share their residence, which is part of our shared dwelling on campus.

I agree to reside with the resident owner/handler and their Service Animal. I understand that I may issue a complaint, following the University's grievance policies, if the animal displays disruptive and/or threatening behavior. I understand that I will not be held responsible for any damages or cleaning costs associated with my roommate's Service Animal. I understand that I am responsible for notifying the Assistance Animal Accommodations Team and Residence Life and Housing if I have a disability-related concern which would impinge on the above arrangements, such as severe allergies or phobias, or require alternative housing arrangements to be made.

Roommate #1 Name:	Gallaudet ID#:
Signature:	Date:
I □ consent □ do not consent to sharing our con	nmon living space with the animal.
Roommate #2 Name:	Gallaudet ID#:
Signature:	Date:
I $\Box$ consent $\Box$ do not consent to sharing our con	nmon living space with the animal.
Roommate #3 Name:	Gallaudet ID#:
Signature:	Date:
$\Box$ consent $\Box$ do not consent to sharing our con	nmon living space with the animal

Noted roommate concerns/agreements/discussion points relating to cohabitation with the animal in the shared living space: \_\_\_\_\_\_



## Service Animal Disability Accommodation Application Request Form for University Housing: Section F

### F: Service Animal Information

To be completed by animal's treating veterinarian: please type or print legibly

Emotional Support Animal Information
Owner/Handler Name:
Animal's Name:
Species:
Breed:
Color:
Unusual/Discerning Markings:
Date of Birth:         Age:           Size of Animal:         (lbs)
Size of Animal: (lbs) (oz)
Sex of Animal:  Male  Female Microchipped:  Yes  No
Spayed/Neutered:  No  Yes If yes, date of spay/neuter:
If the animal is not yet spayed/neutered, please explain medical reason and indicate
anticipated date/age of spay/neuter:
Is the animal fully housebroken? $\Box$ Yes $\Box$ No

## **District of Columbia Licensure**

The District of Columbia requires that all dogs residing in the District of Columbia over the age of four (4) months be licensed. The license is granted with proof of sterilization (spay/neuter) and rabies and distemper vaccinations, and must be <u>obtained/submitted directly</u> to the DC Department of Health in person or online. If approved, the DC Department of Health will issue a license and tag for the dog to wear on its collar at all times.

District of Columbia Dog License #: \_\_\_\_\_\_ Effective Date of DC Dog License: \_\_\_\_\_\_ Expiry Date of DC Dog License: \_\_\_\_\_\_

Please attach a copy of the signed DC Dog License & photocopy of tag issued by the District

Animal Vaccination Information (please list below and attach veterinary records)				
	Date Given	Date Due		
Canine			□ Bordatella	
Vaccinations			DHLPP + C (Distemper, Hepatitis, Leptospirosis, Parvovirus, Parainfluenza, Corona) – Required	
			□ Rabies - <i>Required</i>	

Veterinary Provider Information (to be signed by treating veterinal	rian)
<ul> <li>I verify that the above named animal,</li></ul>	he above vaccinations will the above named
Veterinarian Name:	
License #: State:	
Business/Clinic Name:	
Address: Phone:	
Email:	
Veterinarian Signature:	Date:

Please attach a recent photograph(s) of the Service Animal clearly showing its face, body, and any unusual markings. This photo will be used to assist in locating the animal, if needed.



# Service Animal Disability Accommodation Application Request Form for University Housing: Section G

# G: For University Use Only

G. For University Use Only
Corresponding Office:   Office for Students with Disabilities (OSWD)  Equal Opportunity Programs (EEO)
Date All Forms Received:
Individualized Assessment Date:
Accommodation Approved? $\Box$ Yes $\Box$ Yes with Conditions (described below) $\Box$ No
Contingent Conditions for Accommodation Approval:
Date of Accommodation Approval:
Date of Accommodation Expiry:
Due Date for D.C. Licensure Renewal:
Notes: