

POLICY ON SERVICE ANIMALS ON CAMPUS

The Americans with Disabilities Act defines a service animal as “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 handler'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.”

(http://www.ada.gov/regs2010/titleII_2010/titleII_2010_fr.pdf)

The disabling condition must be severe enough to substantially limit one or more major life activities, such as the ability to see or hear, speak, breathe, learn, work, think or take care of oneself. An animal that meets this definition is considered a service animal and is allowed to accompany the person with a disability to class meetings, services, activities, programs, field trips, or residences and to be allowed anywhere on campus unless specifically prohibited by this policy or federal/state law.

In addition, Georgia law (OCGA 30.4.2) provides that any Partner who is accompanied by a dog in training to be a service dog or a dog being raised to be trained as a service dog is required to be given the same degree of access to which a disabled Handler assisted by a service dog is entitled under applicable federal law.

Federal and state law specifically excludes animals whose primary purpose is emotional support, therapy, or comfort from the definition of service animal.

Types of Service Dogs

Dog Guide is a carefully trained dog that serves as a travel tool by persons who are blind or significantly visually impaired.

Service Dog is a dog that has been trained to assist a person who has a mobility or health impairment. Service dogs may perform a variety of duties including carrying, fetching, opening doors, pulling a wheelchair, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after the person falls, alerting a deaf person to an alarm or signal, etc. Service dogs are also called assistance dogs.

Ssig Dog is a dog trained to assist a person with Autism. The dog alerts the partner to distracting repetitive movements common among those with autism, allowing the person to stop the

movement. A person with autism may have problems with sensory input and need the same support services that a dog might give to a person who is blind or deaf.

Seizure Response Dog is a dog trained to assist a person with a seizure disorder. The dog may stand guard over the person during a seizure or go for help. Some dogs are able to predict a seizure and warn the person in advance.

1. Requirements for Service Dogs and Their Partners/Handlers

1.1 Registration: Contact Student Disability Services and complete the “KSU Service Dog Registration” process.

1.2 Owner ID: The dog must wear a KSU identification tag and an owner identification tag (owner name and contact information) any time the dog is on campus.

1.3 Responsibility: The care and supervision of the dog is solely the responsibility of its partner/handler. The Handler/partner is responsible for the service dog at all times including times when the dog is being managed by an alternate handler/partner. Handlers/partners of a service dog shall be liable for any and all costs resulting when a service dog causes damage to any KSU facility or injury to any person. In the case of any incident involving injury to a person by a service dog, the handler or Partner shall make an immediate report to the KSU Police Department so that the incident can be properly investigated and documented.

1.4 Leash: The dog must be leashed and under close and direct physical control of the partner/handler at all times the dog is on campus facilities. Handlers and Partners are also prohibited from transferring such control to another person (except a designated alternate) even momentarily, requesting the assistance of other persons in supervising or controlling their service dog or otherwise leaving the presence of their service dog for any period of time while on KSU facilities. Any Handler or Partner seeking an exception from the requirements must request an appropriate exception as provided in this policy.

1.5 Behavior: Handlers/partners are required to immediately remove a service dog that is unruly or disruptive (biting or attempting to bite, barking, running around, jumping at or on people or other excessive physical activity) or may be directed to do so by a faculty or staff member or by any member of the KSU Police Department. Any service dog may be removed from campus temporarily or excluded from campus permanently if the dog is unruly and disruptive, in ill health, or habitually unclean. The decision to exclude a service dog from campus will be made by University Public Safety officers if the dog is deemed an immediate threat to the health and safety of others, or by the Student Disability Services Advisory Committee after hearing information from all parties involved if the situation is not an emergency.

1.6 Housebroken: Handlers/partners must ensure that their service dog is housebroken. Any service dog that is not will be excluded from KSU facilities. In the event of an isolated incident, the handler/partner is responsible for immediately cleaning up and disposing of bodily fluids or solid wastes whether indoors or outdoors.

1.7 Cleanup: The partner/handler is responsible for cleaning up all liquid and solid dog waste unless the partner/handler is physically unable to perform the cleanup. The Handler/Partner should have appropriate cleanup materials and disposal bags available at all times. Used cleanup materials should be disposed of by tying securely in a plastic bag and depositing in an outdoor waste container. When necessary, the handler/partner must immediately contact Building Services so that further cleanup, disinfecting and deodorizing can be performed. Regarding any handler/partner who is physically unable to perform the necessary cleanup, it is the responsibility of such handler/partner to have previously made satisfactory arrangements for a third party to perform all actions required by this paragraph. All costs for additional cleanup or repairs will be the responsibility of the handler/partner.

1.8 Health: A handler/partner shall not bring a service dog that is ill to any KSU facilities and must remove the service dog immediately if it becomes ill. A handler/partner with a service dog that appears to be ill may be asked to remove the service dog from the facilities by faculty or staff or KSU police. Service dogs must be clean and well groomed. Any handler/partner with a service dog that is not clean (flea-infested, foul smelling, or inadequately groomed) may be asked to leave any KSU facility until such condition is corrected.

1.9 Reporting of incidents: In the event of any incident involving property damage or bodily injury by the service dog, the handler/partner is required to submit a written report to Student Disability Services with 24 hours detailing the events of the incident and identifying any other persons involved in the incident or witnessing the incident.

1.10 Documentation: The owner/handler must provide the documentation of the following:

- 1.10.1 Vaccination: The dog must have current immunization against diseases, including rabies, distemper and parvovirus. Dogs must wear a rabies vaccination tag.
- 1.10.2 Health: The dog must be in good health. Dogs to reside in University housing must provide an annual clean bill of health from a licensed veterinarian.
- 1.10.3 Training: Service dogs must be properly trained. An owner of a service dog on campus must provide verification that the dog has been individually trained as a service dog to provide the service needed.

2. Areas Off Limits to Service Dogs

Kennesaw State University may prohibit or restrict the access of service dogs in certain facilities due to health and/or safety restrictions or where their presence would compromise the integrity of certain research or otherwise fundamentally alter a program or activity. Such prohibition/restriction will be determined on an individual basis by the administrator responsible for the restricted area and will be communicated in writing to Student Disability Services, the EEO office, and Human Resources. Such restrictions may include but are not limited to:

- Research Laboratories where the presence of the dog may negatively impact the outcome of the research or the chemicals may be harmful to the dog.
- Mechanical Rooms/Custodial Closets such as boiler rooms, electrical closets, elevator control rooms, technology control rooms, and similar spaces.
- Areas where protective clothing/gear is required.
- Food preparation areas.
- Areas of Danger to the Service Dog - where there are sharp objects on the floor or protruding from surfaces, hot surfaces, high levels of dust, moving machinery, or potentially dangerous chemicals.
- Other areas where the service dog may be endangered or constitute a danger to persons.

Student Disability Services will coordinate with units that restrict access of service dogs to a specific facility to provide appropriate notice to all members of the community and the public at large that those facilities are service dog restricted areas.

3. Residents Requesting to Use, Raise, and/or Train Service Animals in On-Campus Housing

Within the following sections of the agreement, it is understood that the term “resident” means both the resident who has requested permission to possess a service animal based upon his or her personal needs as supported by Student Disability Services as well as the individuals who have made a commitment to raise and train a service animal.

3.1 Service dogs may not reside in campus housing without expressed approval of Kennesaw State University. Such requests will be processed, as follows:

3.1.1 For residents who require a service animal or who have committed to raise and train service animals, the resident may apply for an accommodation by submitting a Housing Accommodation Request to the office for Student Disability Services along with appropriate documentation at least 30 days before making a reservation to live in on-campus housing.

3.1.2 The Student Disability Services Advisory Committee will review the request and make a recommendation to the Department of Residence Life.

3.1.3 The Department of Residence Life will notify the individual that the request has been received. The request will be reviewed by the Director of Residence Life. No service animal may enter a housing facility until approval has been granted. Once a decision has been rendered, the Director of Residence Life will inform the requesting student and Student Disability Services. The individual may then proceed with the process for reserving a space in housing.

3.1.4 In addition, the residents raising and training service animals must notify the Director of Residence Life (in writing) if the training program has been concluded and the approved service animal is no longer in residence. To raise and train a new service animal, the resident must file a new request and follow the same procedures as before.

3.1.5 The Residence Life Office will make a reasonable effort to notify tenants in the residence building where the dog will be located of the existence of a service dog in the building. Students with medical condition(s) that are affected by dogs (respiratory diseases, asthma, severe allergies) should contact Student Disability Services if they have a health or safety related concern about exposure to a service dog. The individual will be asked to provide medical documentation that identifies the condition(s) and that will allow determination to be made as to whether the condition is disabling and whether there is a need for an accommodation.

3.2 Resident Responsibilities

3.2.1 All roommates, suitemates, or apartment mates of the resident must sign the agreement form allowing the service animal to reside with them. In the event that one or more roommates, suitemates, or apartment-mates do not approve, either the resident and service animal or the non-approving roommates, suitemates, or apartment-mates, as determined by the Director of Residence Life, may be reassigned to a more suitable location.

3.2.2 The resident is responsible for ensuring that the service animal does not interfere with the routine activities and daily operations of the residential facility or cause difficulties for residents or staff who reside and work there. Sensitivity to individuals with allergies and to those who fear animals is important to ensure the integrity of the academic and residential community.

3.2.3 The resident is financially and legally responsible for the actions of the service animal such as bodily injury or property damage including, but not limited to, any replacement of furniture, carpet, drapes, or wall coverings, etc. Residence Life or KSUF Housing Management LLC shall have the right to bill the resident's account for necessary repair and/or replacement costs.

3.2.4 The resident is responsible for any expenses that are required due to costs incurred for cleaning which is above and beyond a normal cleaning or for repairs to housing premises that are assessed after vacating the residence. Residence Life or KSUF Housing Management LLC shall have the right to bill the resident's account for all damages or deficiencies with the room condition. At a minimum, the resident will be charged a fee for carpet cleaning upon check-out.

3.2.5 The student's residence may be inspected for fleas, ticks, or other pests once per term or as needed. The Residence Life or KSUF Housing Management LLC staff will schedule the inspection. If fleas, ticks, or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a KSUF Housing

Management LLC approved pest control service. The resident will be billed for the expense of any pest treatment above and beyond normal required pest management.

3.2.6 Residents are responsible for properly containing and disposing of all animal fecal waste. Outdoor animal waste, such as dog feces, must be immediately retrieved by the resident, placed in a plastic bag and securely tied before being disposed of in outside trash dumpsters. For visually impaired residents, a designated area will be agreed upon in advance.

3.2.7 The Department of Residence Life or KSUF Housing Management LLC has the ability to relocate the resident and the service animal as necessary per current contractual agreements.

3.2.8 The resident agrees to continue to abide by all other residential policies. An exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

3.2.9 Any violation to the above policies will be reviewed through the KSU conduct review process and the resident will be afforded all rights of due process and appeal as outlined in that process.

3.2.10 Should the service animal be removed from the premises for any reason, the resident is expected to fulfill his/her housing obligations for the remainder of the contract.

3.2.11 The service animal must be on leash/harness and escorted by the resident at all times when entering public areas within the residential facilities and across campus. In addition, the service animal must wear identification tags with contact information.

3.2.12 The service animal must not be left within the resident's living space should the resident leave his/her campus residence.

3.2.13 Other responsibilities may be added to the resident's individual agreement as determined by the individual circumstances.

3.3 Resident Animal Health and Behavior

3.3.1 An exception to the university Pet Policy is granted for service animals provided that their behavior, noise, odor, and waste not exceed reasonable standards for a well-behaved animal and that these factors do not create unreasonable disruptions to the residential community.

3.3.2 All service animals must have all veterinarian recommended vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is due prior to the beginning of the contract period. If the approval is obtained after the contract period has begun, documentation of vaccinations will be required prior to the service animal entering the residential facility after approval has been granted. The Department of University Housing reserves the right to request an updated verification at any time during the animal's residency.

3.3.3 If state or local licenses are required for the service animal, they must be obtained and kept current in compliance with the local jurisdiction (i.e., dog license) requirements. The Office of Student Disability Services and Department of Residence Life reserves the right to request proof of licensing at any time during the animal's residency.

3.3.4 All service animals, if taken outside the private residential area, must wear identification tags with contact information and if applicable, vaccination information.

3.3.5 All service animals must be housed in acceptable conditions within the residential area (i.e. appropriately sized crate/carrier, ability to move freely through the residential area, etc.)

3.3.6 All service animals must be treated humanely. If mistreatment is reported, the Area Coordinator will review the report with the resident. The University conduct process may be initiated as a result of a report of mistreatment.

4. Appeals

Any partner/handler dissatisfied with a decision concerning a service dog may appeal through the University's established grievance procedure.

5. Exceptions

Exceptions to any provision of this Policy, including restrictions placed by KSU units on access to specific areas, will normally be considered on a case-by-case basis upon written request to the Student Disability Services office, submitted not less than five business days prior to the effective date of any such exception. The Disability Service Provider will consult with other appropriate members of the KSU community in an interactive process to determine whether or not the request will be granted or denied taking into account all of the relevant facts and circumstances and will so inform the requester in writing, including any specific additional conditions or restrictions in those cases where exceptions are granted.

Under certain exigent or other unusual circumstances, a responsible official of a KSU unit may allow a temporary exemption (for a duration and extent consistent with the nature of the exigency or other unusual circumstances) to any provision of this policy regarding restrictions placed by KSU units on access for service dogs to specific areas, but any such action must thereafter be reported in writing in a timely manner to Student Disability Services explaining all the relevant circumstances.

6. Other Matters

The provisions of this Policy are minimal requirements that may be supplemented by more specific requirements and procedures developed and implemented by individual KSU units due to the particular circumstances involved. Upon approval by Legal Affairs, these shall also be enforceable under this Policy.

7. Violations

7.1 In the case of student Handlers or Partners, failure to comply with this Policy may constitute one or more violations of the KSU Code of Conduct. Incidents may be directed to the Department of Student Conduct and Academic Integrity for adjudication.

7.2 In the case of faculty/staff, incidents of failure to comply with this policy will be referred to Human Resources for further consideration.

Kennesaw State University
Service Dog Registration

The steps to register your service dog are:

1. Complete the *SERVICE DOG AND HANDLER/PARTNER REGISTRATION* form, and the *ALTERNATE PARTNER REGISTRATION* form if needed.

2. Return the completed, signed form(s) to Student Disability Services by using one of the following methods:

a. Deliver to: A Student Disability Services Office

b. Mail to: Student Disability Services

Kennesaw State University
1000 Chastain Rd. #0502
Kennesaw, GA 30144

c. Fax to: 470-578-9111

d. Email to: sds@kennesaw.edu (emailed forms must be scanned & include signature)

3. A SDS representative will contact you via phone or email to schedule a short meeting. At the meeting, you will receive a copy of the policy regarding service dogs on campus and a tag identifying your service dog as registered. You will also have an opportunity to discuss any questions you have about the registration process and having the service dog on campus.

4. Instruct any alternate handlers who will assist you with the service dog in regards to regulations, policies and procedures. You will still be responsible for compliance when your dog is with an alternate handler. Your alternates may attend your meeting with SDS.

Please contact SDS at 470-578-2666 with questions about completing the registration form.

Frequently asked questions and other helpful information about KSU's policies & procedures regarding service dogs can be found on the Student Disability Services website at studentsuccess.kennesaw.edu/sds/.

*NOTE: Partners may not have their service dogs in training when they are scheduled to be at work or perform work-related activities.

**Kennesaw State University
Service Dog Handler/Partner Registration Form**

Name _____ KSU ID# _____

Address: _____

NOTE: If you are a student residing in campus housing, you must also complete the *KSU Housing Accommodation Request* form to request approval to have a service dog in KSU housing.

Primary phone: _____ Other phone: _____

Email: _____

Do you have a disability as defined by the ADA? yes no

Is this service dog trained to perform a specific task that is directly related to your disability?
 yes no

What task(s) does this dog perform?

1. _____
2. _____
3. _____
4. _____

Is this dog certified as a service animal through a national certifying agency? yes no

Name of agency _____

Phone _____ Contact person _____ Email _____

Name of dog _____ current vaccinations? yes no form attached

____ The above information is true and complete. I understand that any changes to this information will require a new registration.

____ I have read and agree to abide by the KSU Service Dog Policy.

Signature

Date

Date registered _____ Registered by _____ Tag # _____

Notes:

SERVICE ANIMAL ALTERNATE PARTNER REGISTRATION

“Alternates” are all persons accompanying dogs on behalf of service animal Partners or Handlers as defined by the KSU *Policy Regarding Service Animal Access to Kennesaw State University Facilities, Programs, Services and Activities*.

Please present this completed form and evidence of your credentialing as a Partner (e.g. ID card or letter on letterhead of organization) from a service animal organization if applicable.

Please **PRINT**:

Alternate

Name: _____ KSU#: _____

Local Phone: _____ Email: _____

Local Address:

Partner or Handler

Name: _____ KSU#: _____

Local Phone: _____ Email: _____

Local Address:

Service Animal Organization

Evidence of credentialing as a Partner from a service animal organization is attached: Yes ___ No ___

Name: _____

Contact Person: _____

Telephone Number: _____

Email address:

Mailing Address:

Alternate Certification:

I hereby certify that I am performing duties regarding a service dog or service dog in training (“Service Animal”) as assigned and instructed by a Handler, Partner, or service animal organization and that at all times, I will perform my duties in strict accordance with applicable federal and state laws and KSU policies. I attest that all information contained herein is accurate and further understand and agree that I am personally responsible for the Service Animal being registered even when it is in my care. I further agree to submit an amended registration in a timely manner if any information herein changes. I acknowledge that I have received a copy of the *Policy Regarding Service Animal Access to Kennesaw State University Facilities, Programs, Services and Activities* and understand that my failure to comply with it could result in disciplinary action under applicable KSU policies and procedures as well as the debarring of the Service Animal from KSU facilities.

Signature: _____

Date: _____

Tag # _____	Date assigned _____	Assigned by _____
Expiration _____		

**Kennesaw State University
Department of Residence Life**

Maintaining a Service Animal Agreement Form

Date: _____

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Cell Phone Number: _____

If campus address is known, please provide it here:

Term/Year: _____ Building: _____ Unit/Room # _____

Please check () one of the statements below:

____ I have applied for an accommodation to the existing prohibition of animals in housing due to my need to live with my service animal.

____ I have applied for an accommodation to the existing prohibition of animals in housing due to my commitment to raise and train a service animal.

I have read and understand the conditions outlined in this agreement. By my signature, I certify that I agree to abide by all terms and conditions described within this document. I understand this agreement is in effect for contract dates (_____) to (_____) and will be subject to review in subsequent terms.

Resident Signature: _____ Date: _____

Roommates/Apartment mates:

In accordance to *Section I, Letter A* of this *Agreement*, all roommates or apartment mates must agree to allow the approved service animal to reside within the living unit. Therefore, it is necessary to obtain permission from all roommates/apartments of the person who is requesting the service animal if he or she is currently living within one of the on campus housing facilities. Their signatures should be placed within the space noted below:

This process is not necessary if the person requesting the service animal has yet to receive a housing assignment for the pending contract year. When the final assignment is made, all attempts will be made by the housing assignments staff to notify the roommates/apartment mates that a service animal will be living in the unit.

I understand that _____ is requesting an accommodation to the housing agreement for a service animal. As a roommate/apartment mate of this resident, I agree to allow the service animal to reside within my living space.

Roommate's Printed Name: _____

Roommate's Signature: _____ Date: _____

Roommate's Printed Name: _____

Roommate's Signature: _____ Date: _____

Roommate's Printed Name: _____

Roommate's Signature: _____ Date: _____

Departmental Approval:

_____ Date: _____
Director of Residence Life