

DTS Guidelines for Service and Emotional Support Animal

Dallas Theological Seminary (DTS) strives to ensure an individual who uses a service animal or emotional support animal will be able to receive the benefit of the tasks this animal provides or the therapeutic support it offers in accordance with the requirements of federal, state, and local law.

Definitions

- **Service Animal** - Service animal means a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or task the service animal performs must directly relate to the individual's disability. A service animal is a working animal, not a pet. Examples of tasks performed by a service animal tasks include (but are not limited to) guiding a person with blindness, alerting people who are deaf, pulling a wheelchair, calming a person with Post Traumatic Stress Syndrome, etc.
- **Emotional Support Animal** – Emotional support animal means an animal that is necessary to afford a person with a disability an equal opportunity to use and enjoy seminary housing. An emotional support animal provides emotional support that alleviates one or more identified symptoms or effects of a person's documented disability. Such animals generally have no formal training and are not limited to canines. Unlike service animals, these animals do not assist a person with activities of daily living, nor do they accompany the owner at all times. Alternate names for emotional support animals include comfort animal or therapy animal. An emotional support animal is not considered a service animal according to the Americans with Disabilities Act and, as such, is not covered by federal laws protecting the use of service animals.
- **Pet** - Pet means an animal kept for ordinary companionship. Pets are not service or emotional support animals. The only approved pets for Dallas campus housing facilities are fish in small fish tanks or small caged birds.

Access for Service Animal in Seminary Housing and in Classrooms on Campus

DTS allows a service animal (and "service animal in training" under the supervision of an approved trainer with prior written permission) in seminary offices, buildings, classrooms, housing, meetings, dining areas, lawns, and activities and events when accompanied by an individual with a disability who indicates the service animal provides a service directly related to his or her disability. A specific service animal may not remain on campus should it pose a substantial and direct threat to health or safety or when the animal constitutes a change to core educational objectives or substantial adjustments to a class or degree requirement.

Emotional Support Animal in Seminary Housing Only

An emotional support animal is only permitted in Dallas campus housing facilities.

Application for an emotional support animal must be made to the Housing Office. An emotional support animal must not enter any seminary housing facility until all the appropriate paperwork has been submitted to the Housing Office and written approval is received by the applicant from the Housing Office. For a full list of the documentation required, visit students.dts.edu/studentlife/disability-services.

Some animals may not serve as an emotional support animal due to safety and/or public health risks. The following list (while not exhaustive) provides examples of restricted emotional support animals: amphibians; ferrets; hedgehogs; insects; reptiles; rodents; spiders; sugar gliders; non-household birds (farm poultry, waterfowl, game birds, or raptors); animals with tusks, horns, or hooves; dirty or foul-smelling animals.

An emotional support animal is not allowed in seminary classrooms, offices (including the Housing office), administrative buildings, library facilities, chapel, student gathering areas (including common spaces in the housing facilities), or the lawns of the Dallas main campus.

Eligibility for Emotional Support Animals in Seminary Housing

In order to determine eligibility, the Housing Office requires documentation from an appropriate healthcare or mental health professional. This documentation will be used to determine the link between the emotional support animal and the documented disability.

Responsibilities of the Owner of a Service Animal or Emotional Support Animal

1. The owner is responsible for any damage or injury caused by his/her animal and must take appropriate precautions to prevent property damage and/or injury to others.
 - a. The animal must be under the control of the owner at all times. The animal should be on a leash when not providing a needed service.
 - b. The animal must not at any time exhibit dangerous or aggressive behavior (as defined by the State of Texas and City of Dallas – see the end of this document).
 - c. To the extent possible, the animal should be unobtrusive to other individuals in the learning, living, and working environments. The animal must not block aisles, passageways, or fire exits.
 - d. To the extent possible, the owner should ensure the animal does not sniff people, dining tables, or the personal belongings of others.

2. The owner is responsible for the cost of care, arrangements, and the well-being of the animal including vaccinations (as required by city, county, and state law); licensing; microchipping (required for all dogs in the city of Dallas per city ordinance); and keeping the animal free from fleas, ticks, or other pests that may cause infestation. The owner must provide copies of proof of microchipping, all vaccinations records, and rabies records to the Director of Disability Services and/or the Housing Office annually.
3. The owner is responsible for cleaning up after the animal. In the event the owner is not physically able to clean up after the animal, the owner must hire another individual who is capable of meeting this requirement. The owner is responsible for any costs incurred by the seminary to clean up after the animal. If the animal relieves itself in a public area within the housing facilities, the owner must notify the Apartment Manager immediately. The cost of cleaning and disinfecting the area shall appear on the owner's rent account.

Please dispose of any animal solid waste by bagging it and placing it in an outside trash receptacle. The approved areas for an animal to relieve itself are the following:

- Grass area on the west side of St. Joseph Street adjacent to Washington Hall.
- Grass area on the south side of Swiss Avenue adjacent to Swindoll Tower.
- Grass area on the northwest corner of Haskell Avenue and Swiss Avenue (east beyond the Bookstore and Mitchell Ministry Center).

4. The owner is responsible for any cost associated with pest control or pest mitigation within Dallas housing facilities resulting from the animal.
5. The owner must remove the animal from Dallas campus housing facilities when the owner is away from campus for an extended period. The animal cannot be left unattended overnight at any time. If the owner must be away, the owner must either take the animal with him/her or plan for the animal to be cared for off campus. "Animal sitting" by anyone who is not the owner is not permitted.
6. The owner must keep all animal food in a sealable plastic container or in the owner's refrigerator (if not canned food).

Conflicting Disabilities

Individuals on the seminary campus may have allergic reactions to animals that are substantial enough to qualify as a disability. In such cases, the seminary will consider the needs of both persons in meeting its obligations to reasonably accommodate all disabilities and to resolve the problem as efficiently and expeditiously as possible.

Removal of Service or Emotional Support Animal

A service or emotional support animal may be removed from the seminary if:

- An animal is aggressive, exhibits excessive barking, excessive jumping on people, or when an owner does not or cannot take effective control of the animal. If the animal repeatedly displays aggressive or uncontrollable behavior, the owner may no longer have the animal to serve or assist. The animal may regain service and/or access to the appropriate seminary facilities only if the owner can demonstrate she or he has taken successful steps to mitigate the behavior. Alternatively, the student may make application for a different animal. Application for a replacement animal requires completing of all steps of the application process.
- An animal is not housebroken.
- An animal presents a substantial and direct threat to the health and/or safety of other individuals on campus. Poor health of the animal, transmittable disease, a substantial lack of cleanliness of the animal, or the presence of the animal in a sensitive area such as mechanical or industrial areas may pose a direct threat.
- An animal causes substantial physical damage to the property of others. The owner agrees that any damage or stains to the exterior or interior of the housing premises, grounds, flooring, walls, trim, finish, tiles, carpeting, etc. caused by the animal are the full financial responsibility of the owner and the owner agrees to pay all costs involved in resorting the property to its original condition or for replacement if necessary.

Removal procedures are as follows:

1. **First incident** - The owner will receive written warning from the Apartment Manager if the incident occurred in Dallas campus housing facilities. The owner will receive written warning from the Dean of Students if the incident occurred in any classroom, administrative building, library facility, chapel, general student gathering areas, or campus lawns.
2. **Second incident** - The owner will receive written warning from the Director of Housing if the incident occurred in Dallas campus housing facilities. The owner will meet with the Dean of Students if the incident occurred in any classroom, administrative building, library facility, chapel, general student gathering areas, or campus lawns.
3. **Third and final incident** - The Director of Housing will notify the owner in writing that the animal must be removed from housing within five calendar days if the incident occurred in Dallas campus housing facilities. The Dean of Students will notify the

owner in writing that the animal cannot enter any classroom, administrative building, library facility, chapel, general student gathering areas, or campus lawns.

If the incident is deemed serious enough by the Dean of Students, the removal procedures may be accelerated to the final notice.

State of Texas and City of Dallas Pet Laws¹

Required Microchipping

All dogs and cats in the city of Dallas must be microchipped. The information on the microchip including owner name, address and contact information must be kept current within 30 days of a change. This is a one-time cost for the owner. The owner can obtain a microchip from his/her veterinarian, or microchips are available for \$15 at Dallas Animal Services.

Aggressive Dogs

It is a criminal offense to allow an unsecured dog to make an unprovoked bite causing bodily injury to a person, domestic animal, or livestock.

Section 822.041. of the State Code defines a dangerous dog as a dog that:

1. Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
2. Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Section 7-5.12. of the City of Dallas Code defines an aggressive dog as:

- A dog that on at least one occasion, while not legally restrained, killed or injured a legally restrained domestic animal or livestock.

If the dog is deemed dangerous or aggressive by the standards set by the City of Dallas or the State of Texas, the dog must be removed from campus and may not return to campus.

¹ See Chapter 7 of the Dallas City Code - <https://dallascityhall.com/departments/dallas-animal-services/Pages/Pet-Laws.aspx>

DTS Guidelines for Service and Emotional Support Animal Agreement

I have read and understand the guidelines and agree to follow said guidelines.

Printed Name of Student: _____

Student ID: _____

Student's Signature: _____ Date: _____

My service animal alerts others to a medical issue (circle one). Yes No

If yes, how will the animal alert staff to a medical emergency?

How should staff respond (besides calling 911)?

Who is your local emergency contact?

Full Name: _____ Phone Number: _____

If living in Dallas campus housing and married:

Printed Name of Spouse: _____

Spouse's Signature: _____

If living in Dallas campus housing and single:

Printed Name of Apartment Mate: _____

Apartment Mate's Signature: _____

Printed Name of Apartment Mate: _____

Apartment Mate's Signature: _____

Printed Name of Apartment Mate: _____