

Support Animal Handler Rights and Responsibilities

A student who is approved for a Support Animal will be required to meet with Office of Disability Services (ODS) staff to review and agree to the following requirements. Failure to follow these requirements may result in the College requesting the removal of the Support Animal from College housing.

A Support Animal must be contained within the privately assigned student living accommodation (room, suite, or apartment), except to the extent the student is taking the animal out for natural relief. When a Support Animal is outside of the student's private living accommodation, the animal must be either controlled by a leash or harness or contained in an animal carrier. A Support Animal is not permitted in other non-public areas of the College without prior approval through the reasonable accommodation process administered through ODS.

Student's Responsibilities as the Animal Owner

- The student is responsible for the behavior of the animal at all times while on college property.
- The student will provide ODS with a photograph of the animal.
- Where the animal is of a type that can wear a collar, such animal shall wear a collar with basic identification information at all times.
- The student must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. The student must know and understand these ordinances, laws, and regulations.
 - The College has the right to require reasonable documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate or a veterinarian's statement regarding the animal's health.
 - The College reserves the right to make reasonable requests for documentation showing that the animal meets these requirements.
- The student is required to immediately clean up after and properly dispose of the animal's feces in a safe and sanitary manner. If the animal is a dog, the dog must be housebroken and kennel trained.
- In the case of an emergency, the College is not responsible for evacuating the animal. The student is responsible for providing ODS with an emergency contact for the animal that does not reside in College housing.
- The student's living accommodation must be kept reasonably clean and free of animals odors.
- The student is financially responsible for any and all costs associated with the care, maintenance and removal of the animal.
 - This includes any costs of damage to College property caused by the animal, including but not limited to cleaning and repairs beyond reasonable wear and tear, and pest control.
 - The College shall have the right to bill the student's account for unmet obligations under this provision.
- The student is responsible for maintaining control of the animal at all times.
 - If an animal causes a threat to the health or safety of others, the student shall immediately take steps to maintain or control the animal (e.g., keeping the animal in a secure enclosure)ⁱ.
 - In the event the student cannot control the animal's behavior, the student shall remove the animal from the area.

- The student agrees to abide by all equally-applicable policies that are unrelated to the student’s disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause unreasonable difficulties for other students residing in college housing.
 - If an animal’s behavior creates a significant disturbance to college operations (for example, through excessive barking or other similar behavior), the student shall immediately take steps to maintain or control the animal.
 - In the event the student cannot control the animal’s behavior, the student shall remove the animal from the area.
- The Support Animal is permitted in college housing only as long as it is necessary due to the student’s disability.
 - The student must notify the College, in writing, if the animal is no longer needed or is no longer in residence.
 - To replace an animal, the student must submit a new request to demonstrate that the new animal is necessary due to the student’s disability.
- A material violation of the responsibilities described above may result in a written warning.
 - If the student receives more than one written warning in an academic calendar year, the student may be required to re-engage in the interactive process with ODS to discuss the violations and whether an alternative accommodation may be effective in meeting the individual’s disability-related needs.
 - Repeated material violations or severe violations may result in one or more of the following:
 - Removal of the animal from campus
 - Banning of the animal from all or part of campus
 - Disciplinary action against the student in accordance with other applicable College policies.
- Students found to be falsely characterizing their animal as a Service Animal or Support Animal may be subject to discipline in accordance with other applicable college policies.
- College employees with responsibility for maintaining or controlling a specific area of campus may ask a handler whether the animal is a pet, Support Animal, or Service Animal, unless the need for the Service Animal is readily apparent, and the student must respond to same.

Student’s Rights as the Animal Owner

- The College may not ask for or require a student with a disability to pay a surcharge or comply with other requirements generally not applicable to students without animals.ⁱⁱ
- A student with a disability may submit a request for a Support Animal in college housing at any time. The College must consider this request, even if the school year is already in session.ⁱⁱⁱ
- The student is not required to equip a Service Animal or Support Animal with a vest or other item identifying it as such.
- While the interactive process is necessarily an open exchange of information, the College may not require the student to disclose details about their diagnosis, the severity of their disability, or medical records. The College may not require a medical examination.^{iv}
- The College may not insist on specific types of evidence if the information provided to the College meets the requirements of the College’s policy with respect to Support Animals, as set forth in the Guideline’s regarding Animals on College Property.^v
- In the event the College determines that the information provided to the College is insufficient to confirm a student’s disability or disability-related need for a Support Animal, the College will provide the student with an opportunity to continue the “interactive process,” including by discussing the reasons for the denial, by

discussing alternative accommodations, and/or by allowing the student to supplement the information provided.^{vi}

- The College will not deny a reasonable request for a Support Animal because the request would impose a fundamental alteration to the nature of the College’s operations or impose an undue financial and administrative burden on the college, without first engaging in an interactive process with the student to discuss whether an alternative accommodation may be effective in meeting the student’s disability-related needs.^{vii}
- In the event the College determines that a student is not eligible or is no longer eligible for a Support Animal, or the specific Support Animal requested, the College will provide the student written notification of the reasons for this denial. The College will provide written notification of the grievance procedures that the student may use to challenge this denial

ⁱ “Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act,” U.S. Department of Housing and Urban Development, at 11 (Jan. 28, 2020), available at <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf> [hereinafter “HUD Guidance”], 13; see “Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations Under the Fair Housing Act, at 4 (May 17, 2004), available at <https://www.hud.gov/sites/documents/huddojstatement.pdf> [hereinafter “Joint Statement”].

ⁱⁱ HUD Guidance, 14; See Joint Statement, 11; *Fair Hous. of the Dakotas, Inc. v. Goldmark Prop. Mgmt.*, 778 F. Supp. 2d 1028 (D.N.D. 2011).

ⁱⁱⁱ See 24 C.F.R. § 100.204(a); HUD Guidance, 8.

^{iv} HUD Guidance, 14.

^v *Id.*

^{vi} *Id.*; See Joint Statement.

^{vii} HUD Guidance, 15.