

## *Odessa College*

### **Live-In Assistance Animal Policy**

Odessa College recognizes the importance of assistance animals for certain residents with qualifying disabilities. This policy provides qualifying on-campus residents the reasonable accommodation to have a live-in assistance animal in the residence hall. This accommodation is meant to allow for full participation and equal access to the residential experience. Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with Assistance Animals in our residence halls. Odessa College reserves the right to amend this policy as circumstances require with notice posted for the residents.

#### **Section I. Distinction between Service Animal and Assistance Animal**

##### **A. Service Animal**

A “Service Animal” is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. In some cases, a miniature horse may be permitted as a Service Animal. Other animals, whether wild or domestic, do not qualify as Service Animals. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, or performing other duties. Service Animals are working animals, not pets. The work or task a Service Animal has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as Service Animals. Service Animals must generally be provided access to all campus locations. *No documentation will be needed to bring a Service Animal into the residence hall on a temporary basis. If the Service Animal belongs to a resident, the resident should file the Service Animal Form with the Director of Student Housing.*

##### **B. Assistance Animal**

“Assistance Animals” (also known as emotional support, comfort or therapy animals) are animals that enable a person with a disability an equal opportunity to use and enjoy student housing by alleviating the symptoms of the disability. Unlike a Service Animal, an Assistance Animal might not be trained for a specific task and it does not accompany a person with a disability at all times. Although Assistance Animals may be considered for limited access to student housing, they are not permitted in other areas of the college (e.g. libraries, academic buildings, classrooms, labs, student center, etc.).

#### **Section II. Additional Definitions**

##### **A. Pet**

A “Pet” is an animal kept for ordinary use and companionship. A pet is not considered an assistance animal and is not covered by this policy. Residents are not permitted to have pets in the residence halls, this includes aquatic fish.

##### **B. Approved Animal**

An “Approved Animal” is an Assistance Animal for use in the residential environment that has been granted as a reasonable accommodation due to the impact of the Handler’s disability.

##### **C. Handler**

The “Handler” is the student who has requested the accommodation and has received approval from the Director of Student Housing at Odessa College to bring the Approved Animal into the residence halls.

### **Section III. Exceptions and Exclusions**

The housing department at Odessa College may place restrictions on, and may exclude, an Assistance Animal. Restrictions or exclusions will be considered on a case-by-case basis. An animal may be excluded if:

- 1) It is out of control and effective action cannot control it or is not taken to control it;
- 2) Its size is prohibitive in relation to the size of the residence hall;
- 3) It is not housebroken;
- 4) It poses a direct threat to the health or safety of others that cannot be reduced or eliminated by reasonable modifications. An animal with a history of biting or aggression may be considered to pose such a threat;
- 5) Its presence fundamentally alters the nature of programs, services, or activities in student housing;
- 6) An established relationship with the animal is not present
- 7) Other reasons as may be determined by the department.

### **Section IV. Conflicting Health Conditions**

Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the Director of Student Housing immediately. The Handler and Approved Animal may be moved rooms if another resident of the current apartment or surrounding apartments are affected by the animal at any time with 48 hours' notice. The student with the medical condition may also be asked to move rooms instead of the Handler and the Assistance Animal with 48 hours' notice. The discrepancy of who moves will be that of the Director of Student Housing.

### **Section V. Non-Health Condition Reassignment Request**

All roommates of the Handler must sign an acknowledgement of the Approved Animal assigned to qualifying roommate(s). In the event that one or more roommates do not approve of the conditions, either the Handler and Approved Animal or the non-approving roommates may be moved to a different location with a 48 hours' notice. This provision is only applicable for students residing in a shared room and/or apartment.

### **Section VI. Handler's Responsibilities in Student Housing**

1. The Handler must complete an **Assistance Animal Registration** form for the approved animal. **Any student found harboring (giving food, shelter or water) an unapproved animal will be fined \$500 per violation even if the approval is granted at a later time.**
2. The Handler is responsible for assuring that the Approved Animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there.
3. The Handler must have a previously established relationship with the animal.
4. The Handler is liable and responsible for the actions of the Approved Animal including bodily injury or property damage. The Handler's responsibility covers but is not limited

to cleaning or replacement of furniture, carpet, windows, and wall covering. The Handler is expected to cover these costs at the time of repair.

5. The Handler is responsible for any expenses incurred for cleaning beyond standard cleaning or repairs to the college student housing facilities that are assessed after the student and animal vacate the residence. As with all accounting processes, Odessa College will bill the Handler's student account.
6. The Handler must notify the Housing Department in writing if the Approved Animal is no longer needed or is no longer in residence. To replace an Approved Animal, the Handler must file an updated Assistance Animal Registration form. The Handler must renew/request approval for the animal every academic year.
7. The Handler's residence may be inspected for fleas, ticks or other pests during normal Health and Safety Inspections or as needed. If fleas, ticks or other pests are detected, the residence facility will be treated using approved fumigation methods by a college-approved pest control service provider. The Handler will be billed for the expense of any pest treatment beyond standard pest management in the residence facility.
8. Due to maintenance or other Housing staff needing to occasionally enter student rooms, it is imperative that the Approved Animal is housed in an appropriate enclosure or kennel within the students assigned room at all times while the Handler is away. The enclosure must be of an appropriate size for the animal. Caged and kenneled animals are to be kept in appropriate cages with flooring and liner to prevent any damage to floors and to allow sanitary removal of pet waste.
9. Approved Animals may only be left unattended in the handler's assigned room. Approved Animals may not be left overnight in Student Housing to be cared for by another student. Animals must be taken with the student if they leave campus for a prolonged period - dogs especially should not be left for long time periods unattended through the day.
10. Housing has the ability to relocate Handler and Approved Animal as necessary according to current contractual agreements.
11. The Handler understands reasonable accommodations which may constitute an exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.
12. The Handler agrees that Assistance Animals are not allowed indoors on the campus other than the Handler's assigned residence hall suite.
13. The Handler understands that Odessa College reserves the right to remove an animal that is unruly or disruptive (e.g. barking, running around, bringing attention to itself, jumping up on people, whining, squawking, scratching, chewing, being aggression or not being properly housebroken).
14. Should the Approved Animal be removed from the premises for any reason, the Handler is expected to fulfill his/her housing obligations for the remainder of the housing contract.
15. Care and supervision of the animal are the responsibility of the Handler who benefits from the Approved Animal's use. The Handler is responsible for the health and hygiene of the animal, including daily grooming and occasional baths as may be required to keep animal odor to a minimum. Handlers must not use the sinks or showers in the residence hall to bath the Approved Animal.
16. The Handler is also responsible for ensuring the cleanup of the animal's waste and, when appropriate, must toilet the animal in areas designated by Odessa College. Indoor animal

waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied up before being disposed of in an outside trash receptacle. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces. Failure to clean up the waste of your Assistance Animal will result in a \$50 fine per incident. Repeated incidents may also result in additional fines and removal of the Approved Animal.

17. In accordance with local ordinances and regulations the Approved Animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Cats should have the normal shots required for a healthy animal. Local licensing requirements must be followed.
18. Handler and Approved Animal must comply with all federal, state, county, city laws, policies and ordinances.
19. When outside the Handler's room, the Approved Animal must be on a leash at all times. If the leash would inhibit the animal's ability to be of service, then no leash is required (Approved Service Animals ONLY).
20. Cruelty to animals is a violation of policy. Beating, neglecting, or otherwise harming an animal in your care will result in the animal being removed.
21. Animals are not allowed in the pool or any common area. The Approved Animal is to remain in the Handler's apartment unless it is to take the Approved Animal outside to eliminate waste. If the Approved Animal must leave the Handler's apartment, all policies listed above still apply.
22. Other Conditions: Odessa College may place other reasonable conditions or restrictions on the Approved Animals depending on the nature and characteristics of the animal.
23. Any violation of the above rules may result in immediate removal of the animal from Student Housing and may be reviewed through the judicial process.

### **Section VII. Procedure for Requesting Housing Accommodations**

Assistance Animals may not be brought into the student housing facility without expressed approval of the Director of Student Housing.

1. The qualifying student must fill out the Assistance Animal Registration Form available through the Housing Office and submit to the Office of Disability Services.
2. The completed registration form is due no later than 10 business days prior to the assistance animal's arrival. Failure to complete in this time frame will result in the handler providing temporary, off-campus habitation and care.
3. The handler must complete the registration process each academic year for the Approved Animal to remain eligible to live in the residence halls.

### **Section VIII. Roommate Acknowledgement**

Name of roommate/suitemate who is the owner: \_\_\_\_\_

Room Number: \_\_\_\_\_

Type of animal: \_\_\_\_\_

By my signature below, I acknowledge that I will share my assigned housing with a roommate/suitemate that has an approved service or emotional support animal. I have read the OC Housing Emotional Support Animal Policy and have an understanding of the expectations that must be upheld. Should I have any concerns regarding the behavior, location, or care of the

animal, I will first discuss my concerns with the animal's owner. If I continue to have concerns I will contact the office of Student Housing.

I understand that I may complete the Service and Emotional Support Animal Grievance Form and submit it to housing staff 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 animal.

Printed Name of Roommate: \_\_\_\_\_

Student ID#: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Roommate: \_\_\_\_\_

Student ID#: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Roommate: \_\_\_\_\_

Student ID#: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name of Roommate: \_\_\_\_\_

Student ID#: \_\_\_\_\_

Signature: \_\_\_\_\_

### **IX. Handler Acknowledgement & Agreement**

I, \_\_\_\_\_, do hereby acknowledge that I have read and agree to the terms of this agreement and the Animal Assistance Policy and all rules and regulations as outline in the OC Student Housing Handbook and the OC Student Housing Residential Handbook.

Student Name (Printed): \_\_\_\_\_

Student Signature: \_\_\_\_\_

Student ID #: \_\_\_\_\_