



**POLICY TITLE**  
**UNIFORM SYSTEM POLICY: SERVICE AND ASSISTANCE ANIMAL**  
**RESIDENTIAL HOUSING POLICY**

**POLICY NUMBER**  
**13-002**

<b>Responsible Unit:</b> <i>Office of Executive Vice President/Executive Vice Chancellor</i>	<b>Effective Date:</b> <i>07/01/2019</i>
<b>Responsible Officials:</b> System Executive Vice President in conjunction with the System General Counsel and each campus Vice Chancellor for Student Affairs.	<b>Last Reviewed Date:</b>
<b>Policy Classification:</b> <i>Student Affairs</i>	<b>Origination Date:</b> <i>05/31/2019</i>

**I. POLICY STATEMENT AND RATIONALE**

Southern University and A&M College System is committed to providing access to housing and programs. This policy establishes the process and procedures to enable students living in university housing with a documented disability to reasonably introduce their assistance or service animal into the on-campus housing community. It establishes requirements for animal behavior, animal health and well-being, and animal cleanliness. Students must submit prescribed forms a minimum of 30 days prior to move-in day for the semester that the assistance or service animal will arrive on campus. Updated forms are to be submitted within 24 hours of any change in the information about the animal.

**II. POLICY SCOPE AND AUDIENCE**

This policy applies to all students, live-in staff and their assistance or service animal that resides, or is seeking to reside, in the residential facilities of on any campus within the Southern University and A&M College System (hereinafter "University").

**III. POLICY COMPLIANCE**

Violations or failure to adhere to the policy may result in action under the appropriate handbook for faculty, staff, and/or students. Each violation should be reported to the Office of the Chancellor on each respective campus.

#### IV. POLICY DEFINITIONS

**“Assistance Animal”** will be used in accordance with the Fair Housing Act (hereinafter “FHA”) and will be considered synonymous with the following terms often used in referring to an assistance animal: Comfort Animal, Companion Animal, Emotional Support Animal, Support Animal, Therapy Animal, etc.

**“Service Animal”** will be used in accordance with the Americans with Disabilities Act as amended (hereinafter “ADA”).

<b>Guide</b>	<b>Service Animals</b>	<b>Assistance Animal</b>
<i>Federal Mandate:</i>	<i>ADA</i>	<i>FHA</i>
Emotional Support Coverage:	Excludes Emotional Support	Includes Emotional Support
Where can you take the animal?	Anywhere on Campus	Housing areas Only
Reason for the animal:	Access	Reasonable accommodations
Is approval Necessary:	Automatically allowed	Approved Needed
Type of Animals Allowed:	Dogs	All Animals

*Note: Emotional distress resulting from having to give up an animal because of a “no pets” policy does not in and of itself qualify a person for an accommodation. Appropriate documentation of a disability is required.*

#### DEFINITIONS

- a. **“Disability”**: The term "disability" means, with respect to an individual, a physical or mental impairment that substantially limits one or more major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment. (42 U.S.C.A. § 12102)

**Major Life Activities includes, but is not limited to:**

Caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working. A major life activity also includes the operation of a major bodily function, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

**“Being regarded as having such an impairment”**:

An individual meets the requirement of "being regarded as having such an impairment" if the individual establishes that he or she has been subjected to an action prohibited under this chapter because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

Impairments that are transitory and minor do not qualify. A transitory impairment is defined as an impairment with an actual or expected duration of 6 months or less.

- b. **“Assistance Animal”**: Animals that work, provide assistance, or perform tasks necessary to afford an individual with a disability an equal opportunity to use and enjoy a dwelling or to participate in

the housing service or program; or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. (Source: U.S. Dep't of Hous. & Urban Dev., HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs (2009)).

Further, there must be a relationship, or nexus, between the individual's disability and the assistance the animal provides. The individual with a disability may be permitted to keep an Assistance Animal as a reasonable accommodation in housing facilities that otherwise impose restrictions or prohibitions on animals.

In order to qualify for such an accommodation, the Assistance Animal must be necessary to afford the individual an equal opportunity to use and enjoy a dwelling or to participate in the housing service or program.

An Assistance Animal is not a Service Animal and unlike a Service Animal, an Assistance Animal does not require training to assist a person with a disability with activities of daily living.

- c. **"Service Animal"**: Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability (there is a separate provision regarding miniature horses). The work or tasks performed by a Service Animal must be directly related to the resident student'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 nonviolent 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. (28 C.F.R. §36.302(c)).

- d. **"Pet"**: A domesticated animal kept in the home for pleasure and companionship, rather than for the purpose of assisting persons with disabilities. A pet is not considered a Service Animal or Assistance Animal, and, therefore, is not covered by these requirements and related policies. (24 C.F.R. § 5.306(1)) *Residents are not permitted to keep pets on university property or in university housing facilities.*
- e. **"Student Partner"**: As referenced in this Policy, refers to the individual who benefits from the Assistance Animal's use or Service Animal's training.
- f. **"Handler"**: Refers to the student partner of the Assistance/Service Animal as well as any other person who is charged with control of the Assistance/Service Animal, e.g., a guest or personal attendant.

## V. POLICY IMPLEMENTATION PROCEDURES

### APPROVAL AND REGISTRATION PROCESS

A *Service Animal* may reside in a University Residence Hall/Apartment with its student partner provided that its behavior and care does not create unreasonable disruptions for residents, employees, and other University community members. Disruptions, including noise levels, will be addressed by Residential Life staff in the same manner as with all students. A service animal is permitted in all areas of the University where the person it serves is permitted.

An *Assistance Animal* may reside in a University Residence Hall/Apartment with its student partner only after the student partner has submitted required forms and has received written approval by the campus' Office of Disability Services provided that its behavior and care does not create unreasonable disruptions for residents, employees, and other University community members. Disruptions, including noise levels, will be addressed by Residential Life staff in the same manner as with all students. An Assistance Animal is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classroom, labs, individual center, etc.).

Pets and any dangerous, poisonous, unregistered, unlicensed, and/or illegal animals are not permitted. Fish in aquariums of 20-gallon capacity or less are allowed in accordance with the campus' Department of Residential Life policy.

- a. **Service Animal Approval and Registration:** A Service Animal does not need approval, as long as it is readily apparent that the dog is trained to do work or perform tasks for the benefit of an individual with a disability, but to reside in student housing, the dog must be registered with the Department of Residential Life. The student partner is still required to complete the required forms outlined below.
- b. **Assistance Animal Approval and Registration:** An Assistance Animal may be permitted to reside in a University Residence Hall/Apartment with its student partner only after the student partner has submitted required forms and received written approval by the campus' Office of Disability Services.

*An Assistance Animal will be approved for an individual provided the following conditions are met:*

- The person has a documented disability as recognized by the campus' Office of Disability Services.
- The Assistance Animal must be necessary for the resident with a disability to have equal access to housing and the accommodation must also be reasonable.
- There is an identifiable relationship or nexus between the disability and the assistance the animal provides.
- All required forms are submitted to the campus' Department of Residential Life.
- The campus' Office of Disability Services provides approval of the request.
- The Assistance Animal does not impose an undue financial and/or administrative burden.

- The Assistance Animal does not alter an essential element of the University housing policies.
- Assistance Animal does not pose a direct threat to the health and safety of others nor is there a reasonable basis to believe the animal could potentially cause substantial property damage to the property of others, including, but not limited to, Residential Life property.

*Residential Life may consider the following factors, among others, to assist in housing assignments, and as evidence to determine whether the presence of the Assistance Animal is necessary to accommodate the disability of the student partner:*

- The size of the animal is too large for available assigned housing space;
- The animal's presence would evict another individual from individual housing (e.g., serious allergies);
- The animal's presence otherwise violates another individuals' right to enjoyment;
- The animal is not housebroken or is unable to live with others in a reasonable manner;
- The animal's vaccinations are not up-to-date;
- The animal poses or has posed a direct threat to the student partner or other individuals, including but not limited to, aggressive behavior, which may or may not include personal injuries, toward the student partner or others;
- The animal causes or has caused damage to campus' Residential Life property beyond what is normally considered reasonable wear and tear.

#### **c. Required Forms**

Requests for Assistance or Service Animals in campus' residential facilities are made by completing the following and submitting to the campus' Department of Residential Life:

1. **Registration:** Complete the Assistance and Service Animal Registration Form.
2. **Verification of a disability and accommodation request (Assistance Animal only):** Attending healthcare provider for the disability must complete the attached Assistance Animal Disability & Accommodation Verification Form.
3. **Veterinarian Verification Form:** Veterinarian must complete the attached form, which may then be submitted by the student partner.
4. **Personal Attendant Agreement Form:** If applicable, personal attendant must complete the form and the student partner submit.
5. **Roommate Acknowledgement Form:** This form is to be completed if the roommate is known; otherwise the form will be forwarded to the student partner's roommate(s) for completion prior to finalization of assignments.

#### **d. Process**

The student must complete and submit all of the necessary forms listed above to the campus' Department of Residential Life. Upon receipt of all required information, Residential Life will forward the documentation to the appropriate persons for further review and required approval.

*Assistance Animal Request:* Disability Services will retain the Assistance Animal Disability & Accommodation Verification form in its files. If the request is approved, the Office of Disability Service will sign the Assistance and Service Animal Registration form and return all remaining original forms to the Department of Residential Life for final approval.

***Service Animal Request:*** Office of Disability Services will review the request and return all original forms to the Department of Residential Life for final approval.

The Department of Residential Life will provide a decal for the room/apartment door once an animal has been registered.

### **CONFLICTING CONDITIONS**

Students with medical condition(s) that are affected by the animal's presence (e.g., respiratory diseases, asthma, and severe allergies) should contact the Department of Residential Life to address any health or safety related concerns associated with their exposure to the animal. The Department of Residential Life will seek to make reasonable accommodations for individuals with such medical conditions that require accommodation when living in proximity to Assistance/Service Animal in a timely manner.

The Department of Residential Life will make reasonable efforts to notify the members of the residential community when an Assistance/Service Animal is present. The conflicting conditions, needs and/or accommodations of all persons involved will be considered and coordinated to the best of the department's ability in the approval process.

### **EMERGENCY RESPONSE**

Should an emergency situation occur which requires evacuation or other action from the student partner, and an emergency response team be called, the team will attempt to keep the animal and Student Partner together. However, the team's primary efforts will be toward ensuring the safety of the student partner and all other students, which may necessitate leaving the animal behind in certain emergency evacuation situations.

### **APPEALS AND GRIEVANCES**

Any person dissatisfied by a decision concerning an Assistance/Service Animal may appeal the decision to the campus' Vice Chancellor for Student Affairs.

### **PUBLIC ETIQUETTE TOWARDS SERVICE OR ASSISTANCE ANIMALS**

It is okay to ask someone if she/he would like assistance if there seems to be confusion, however, faculty, staff, students, visitors and members of the general public should avoid the following practices:

- Petting an Assistance/Service Animal, as it may distract them from the task at hand.
- Feeding the Assistance/Service Animal.
- Deliberately startling the Assistance/Service Animal.
- Separating or attempting to separate a Handler from his/her Assistance or Service Animal.

### **COMMUNITY STANDARDS**

#### **a. Animal Behavior:**

- I. The Assistance/Service Animal (animal) must be under the control of its student partner or Handler at all times while on University property, including, but not limited to, within the University Residence Halls/Apartments. It is expected that the animal will be controlled by a leash, harness, or appropriate device (tank, cage, etc.) at all times while on or in University property, unless performance of the animal's work or tasks related to the student partner's disability require the animal to be off-leash/harness. The animal may be off-leash/harness or outside of an appropriate device within the confines of the student partner's bedroom, but must

remain under the control of the student partner or Handler and must be leashed/harnessed/confined at all times when outside of the bedroom or apartment if living alone, or if a roommate(s) requests leashing/harnessing/containment. When the animal is unattended, it must remain in the student partner's bedroom, or apartment if living alone, and kenneled or housed in an appropriate device (tank, cage, etc.).

2. The Department of Residential Life may exclude/remove an Assistance/Service Animal in its sole discretion when it 1) poses a direct threat to the health or safety of others; or 2) results in an alteration of an essential element of a University program. Additionally, the Department of Residential Life has the ability to relocate the student partner/handler and the animal as necessary when the animal poses a direct threat to the health and/or safety of others, or if the failure to do so would force a relocation of another student under a contractual agreement, or for any other reason the Department reasonably believes warrants relocation.
3. The Department of Residential Life has the authority to temporarily or permanently exclude an Assistance/Service Animal from its grounds or facilities if the animal's behavior is unruly or disruptive, in ill health, or habitually unclean. The Department of Residential Life has adopted a "one-bite policy" which requires an Assistance/Service Animal be removed from University property after a single occurrence of biting or other aggressive behavior. If the animal is deemed an immediate threat to the health and safety of others, the decision to exclude an Assistance/Service Animal from the residential facility will be made exclusively by the campus' Director for Residential Life & Housing. If not considered an emergency, the decision to remove the animal will be made by the campus's Vice Chancellor for Student Affairs after evaluating information collected from all parties involved.
4. An Assistance Animal must be contained within the privately assigned individual living accommodations (e.g. room, suite, or apartment if living alone) except to the extent the student partner or handler is taking the animal out for natural relief. When an Assistance Animal is outside the private living accommodations, it must be in an animal carrier or controlled by a leash or harness. Assistance Animals are not allowed in any University facilities other than the residence hall or apartment (e.g. rooms, suites, apartments, etc.) to which the student partner is assigned.

**b. Animal Health and Well-Being:**

1. All animals must have all veterinarian-recommended vaccinations necessary to maintain the animal's health and prevent contagious diseases. Student partners are expected to submit documentation of vaccinations before August 1 for the fall semester and December 1 for the spring semester. The University reserves the right to request updated verification at any time during the animal's residency. Documentation shall be maintained at the residence at all times.
2. If taken outside the residence, animal must wear identification tags with the student's name, a campus address, and a current rabies tag.

*Note: The University may prohibit the use of Service Animals in certain locations for health and safety reasons (e.g., where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following areas: custodial closets, boiler rooms, facility equipment rooms, utility rooms,*

*research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, motor pools, rooms with heavy machinery and all other areas considered inaccessible to animals under Louisiana law. Service Animals are prohibited from kitchens and food-preparation areas, not including public dining areas (e.g., the Union), except those in apartments and other University residential facilities.*

3. Assistance Animals (as defined by the Fair Housing Act) are only allowed in a student's residence, common areas, and room or apartment after a request has been submitted and approvals granted. Assistance Animals are not allowed to be outside of the residence hall or apartment environment except for exercise or relief. Unlike a Service Animal, Assistance Animals are not allowed in other campus facilities.
4. Animals that are ill should not be taken into public areas. A student partner with an ill animal may be asked to leave University facilities or remove the animal from campus. Upon reasonable suspicion that the animal is ill, Residential Life may require temporary and exclusive examination by a veterinarian.

**c. Animal Cleanliness**

1. Student partners are responsible for properly containing and disposing of the animal's solid waste (e.g. feces).
  - a. Indoor animal waste, and/or used litter, must be disposed of in an outside trash dumpster. The litter must be changed weekly with pet waste separated from the litter twice each week or more frequently to avoid odors. Litter boxes must be placed on mats to minimize contamination of carpeted surfaces.
  - b. Outdoor animal solid waste must be immediately retrieved by the Handler, placed in a plastic bag and securely tied before being disposed of in an outside trash dumpster.
  - c. A designated pet walk area may be provided in certain residential areas.
  - d. In the event that the student partner is not physically able to clean up after the animal, it is then the responsibility of the student partner to hire someone capable of cleaning up after the animal. The person cleaning up after the animal should abide by the following guidelines:
    - i. Always carry equipment sufficient to clean up the animal's feces when the animal is on campus
    - ii. Properly dispose of waste and/or litter in appropriate containers, (e.g., an outside trash dumpster).
2. Student partners are responsible for providing appropriate cleaning supplies, all basic necessities for the Animal, including food, water, medicines, and all other supplies necessary to ensure its health and safety within the confines of their bedroom/apartment if living alone.

3. An animal's food should be kept in a closed container within the student partner's bedroom, or apartment if living alone.
4. If the animal vomits, urinates, leaves solid waste, and/or becomes incontinent, it is the responsibility of the student partner to clean and sanitize the contaminated area immediately. If the contamination occurs indoors, clean-up must include disinfectant of the area and carpet or floor treatment to minimize damage to the facility. All matter must be disposed of in an outside trash dumpster.
5. Regular cleaning to avoid significant odors and/or to manage shedding is expected. Handlers may use showers/tubs within the University residential community if they live in a space with a private bath to bathe or clean their Assistance/Service Animal, otherwise an off-campus service must be used.
6. Student partners are responsible for taking effective precautions to avoid flea and tick infestations. If the animal is found to have fleas or ticks, the student partner will be responsible for eliminating the fur coat infestation and laundering all pet bedding. Residential Life may monitor and inspect for possible infestations. If fleas, ticks or other pests are detected on the animal and/or within the residence it will be treated using approved methods by a university approved pest control service. The student partner will be billed, as are all students, for the expense of any required pest management due to the animal's presence.

**d. Student Partner Responsibilities**

1. The student partner must provide the Department of Residential Life with a completed "Assistance/Service Animal Registration Form" and the Veterinarian Verification indicating the animal has all veterinary-recommended vaccinations to maintain the animal's health and prevent against contagious disease.
2. The student partner is responsible for ensuring that the animal does not interfere with the routine activities of the University, its surrounding property or cause difficulties for other students who residing in the residential community. Sensitivity to residents, staff and faculty with allergies, and to those who fear animals, is an important consideration for the student partner in order to ensure a community environment that supports the individual needs of all who reside or work at the University. When a student partner is informed of a person with a medical condition that is affected by the animal, s/he will refer him/her to the Residential Life Coordinator for their community to whom any health or safety concern about exposure to the animal may be addressed with.
3. The student partner is financially and legally responsible for any injuries, which the student partner, guests in its home, or any third person who may have contact with the animal, may sustain, including, but not limited to: illness, personal injuries, and damage to property caused by the animal beyond what is considered ordinary wear and tear, including, but not limited to, any replacement of furniture, carpet, drapes, or wall covering. The student partner is responsible for reimbursing these costs upon repair and/or move-out. If a repair is made prior to move-out, charges will be posted to the student's University account for payment.
4. The student partner is responsible, as are all students, for any expenses that are required due to costs incurred for cleaning or repair to the residence or surrounding property, which is not

considered ordinary wear and tear. The Department of Residential Life reserves the right to bill the student partner's account for all damages or deficiencies with the room condition.

5. If fleas, ticks or other pests are detected within the residence it will be treated using approved fumigation methods by a University-approved pest control service. The Student Partner will be billed, as are all students, for the expense of any required pest management.
6. To be a roommate of the student partner, the student roommate must agree to allow the Assistance/Service Animal to be in residence with them, and sign a Roommate Acknowledgement to demonstrate their consent. In the event that a roommate does not want to, or cannot, live with the Assistance/Service Animal in the shared residential unit, either the student partner or the roommate(s) may be moved to a more suitable location. In the event that one or more roommates, suitemates, apartment-mates do not approve, either the resident and Assistance/Service Animal or the non-approving roommates, suitemates, or apartment-mates, as determined by the Department of Residential Life, may be reassigned to a more suitable location if space is available.
7. The student partner agrees, as all students do, to continue to abide by all other Residential Life policies. Having an Assistance/Service Animal does not preclude the student partner from following all other requirements found in the Residential Life contract and Living on Campus Handbook. Any violation of the above rules and requirements by any student will be reviewed by Residential Life. The student will be afforded appropriate review per Student Conduct & Residential Life policies and may be referred to Office of the Dean of Students/Office of the Vice Chancellor for Student Affairs as a violation of the Code of Student Conduct.
8. Assistance/Service Animals may not be left overnight in University housing to be cared for by any individual other than the student partner. If the student partner is away from his/her residence hall or apartment overnight or longer, the animal must accompany the student partner. The student partner is responsible for ensuring that the animal is contained appropriately when the student partner is not present during the day while attending classes or other activities.
9. The student partner must consent to the disclosure of information regarding the request for and presence of the Assistance/Service Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Disability Services personnel, Office of Facility Services personnel, Residential Life personnel, other University staff that may be required to enter the residence hall or apartment, and any potential or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the student partner's disability.
10. Should the Assistance/Service Animal be disqualified or removed from the premises for any reason, the student partner will remain responsible for the terms and conditions of the housing contract for the remainder of the term of the contract.

**VI. POLICY RELATED INFORMATION**

**Form A. Registration Form**

**Form B: Verification of a disability and accommodation request (Assistance Animal only):**

**Form C: Veterinarian Verification Form:**

**Form D: Personal Attendant Agreement Form**

**Form E: Roommate Acknowledgement Form**

**VII. POLICY HISTORY AND REVIEW CYCLE**

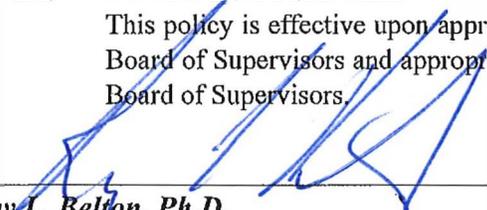
This is a newly implemented policy. This policy shall be reviewed every five years.

**VIII. POLICY URL**

[www.subr.edu/housing](http://www.subr.edu/housing)

**IX. POLICY APPROVAL**

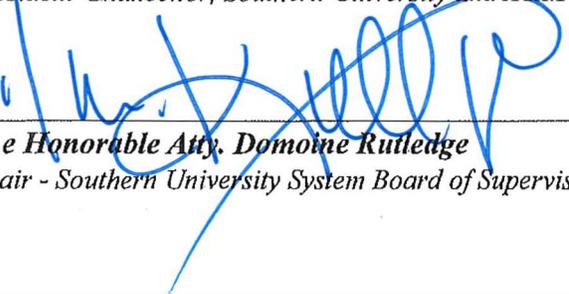
This policy is effective upon approval by the Southern University and A&M College System Board of Supervisors and appropriate signatures of the President-Chancellor and Chair of the Board of Supervisors.

  
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**Ray L. Belton, Ph.D.**

*President-Chancellor, Southern University and A&M College System*

**7-1-19**

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**Effective Date of Policy**

  
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**The Honorable Atty. Domoiné Rutledge**

*Chair - Southern University System Board of Supervisors*

**7-1-19**

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**Effective Date of Policy**