

## **BUFFALO STATE COLLEGE ASSISTANCE/COMPANION ANIMAL POLICY AND AGREEMENT**

Buffalo State College (BSC) recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Assistance Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities. BSC is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the College’s programs and activities. BSC is also committed to allowing assistance/companion animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy College housing. This Policy explains the specific requirements applicable to an individual’s use of an assistance/companion animal in College housing. BSC reserves the right to amend this Policy as circumstances require.

Although it is the policy of BSC that individuals are generally prohibited from having animals of any type in College housing, BSC will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an assistance/companion animal that is necessary because of a disability and reasonable. However, no assistance/companion animal may be kept in College housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

College housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of assistance animals is not an undue administrative burden or fundamental alteration of College housing, BSC reserves the right to assign an individual with an assistance/companion animal to a single room without a roommate.

### **Reasonable Accommodation Policy for Assistance/Companion Animals**

With advanced approval, a student with a disability may have an assistance/companion animal in her/his residence hall room or apartment bed space as a reasonable accommodation. The assistance/companion animal will only be allowed in the individual owner’s residence hall room or apartment and bed space

and not in other buildings on campus. In order to have an assistance/companion animal in the residence halls or apartments, the following is required:

1. For new students, the request for an assistance/companion animal should be made in writing (Using the application at the end of this packet) to the Residence Life Office or the Student Accessibility Services Office at the time of the housing deposit. For continuing students, the request should be made thirty days prior to housing sign-up for the following term.
2. The request must include documentation from a third party professional (i.e. physician, psychologist, psychiatrist, social worker) who has provided treatment to the student for the disability. The documentation should include:
  - a. Evidence of the disability and the DSM or medical diagnosis from a licensed professional related to the use of an assistance/companion animal. This includes: a. the dates of treatment and the date at which the diagnosis was first made; b. the symptoms for which treatment was needed; c. treatments other than use of an assistance/companion animal that have been used for symptom reduction; and d. the date on which the use of an assistance/companion animal was prescribed.
  - b. Evidence of the connection between the diagnosis/symptoms and the use of the assistance/companion animal to treat or manage those symptoms.
  - c. Evidence that the student will not be able to use and enjoy the residence hall/apartments or to participate in the services or programs if the assistance/companion animal is not allowed.
3. The request must include a physical description of the animal, including height and weight, and confirmation that the animal is housebroken or confined such that housebreaking is not necessary (e.g., fish in a fishbowl). Also include any equipment that will be needed for the care of the animal.
4. The request must include a statement from a qualified veterinarian that the animal has received all appropriate vaccinations, is in generally good health, and can appropriately reside in a residence life environment without detriment to its health.
5. The presence of a companion animal cannot unduly interfere with the enjoyment of campus living facilities by roommates, suitemates and/or members of the College community. To the extent possible, the Residence Life Office will work

with students in order to identify options that will allow for the presence of the companion animal while maintaining suitable living facilities for others.

The Student Accessibility Services Office will consult with the Residence Life Office in making a determination on a case-by-case basis of whether the presence of an assistance/companion animal is reasonable. A request for an assistance/companion animal may be denied as unreasonable if the presence of the animal:

1. Imposes an undue financial and/or administrative burden to the College;
2. Fundamentally alters College housing policies;
3. Poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including College property.

BSC may consider the following factors, among others, in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with assistance/companion animals:

1. The size of the animal is too large for available assigned housing space;
2. The animal's presence would force another individual from individual housing (e.g. serious allergies);
3. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
4. The animal is not housebroken or is unable to live with others in a reasonable manner;
5. The animal's vaccinations are not up-to-date;
6. The animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others;
7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

An assistance/companion animal must be contained and properly housed and restrained or otherwise under the control of the owner at all times. No owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from College housing.

The assistance/companion animal must be kept within the privately assigned individual living accommodations (e.g., room, suite, or apartment) except when taking the animal out for natural relief. When an assistance/companion animal is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. Assistance/companion animals are not allowed in any College facilities other than College residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

### **Individual's Responsibilities for Assistance/Companion Animal**

If the College grants an individual's request to live with an Assistance Animal, the individual is solely responsible for the custody and care of the Assistance Animal and must meet the following requirements:

#### **A. General Responsibilities**

1. The owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the individual's responsibility to know and understand these ordinances, laws, and regulations. The College has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The College reserves the right to request documentation showing that the animal has been licensed.
2. The assistance/companion animal is only allowed in College housing and not permitted in other areas of the College (e.g. dining facilities, libraries, academic buildings, athletic building and facilities, classrooms, labs, individual centers, etc.).
3. The owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by BSC.
4. The owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the assistance/companion animal and/or discipline for the individual.
5. An individual with a disability may be charged for any damage caused by his or her assistance/companion animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The owner's living accommodations may also be inspected for fleas, ticks or other pests if necessary as part of the College's standard or routine inspections. If fleas, ticks or other pests are detected

through inspection, the residence will be treated by a College-approved pest control service. The owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The College shall have the right to bill the individual's account for unmet obligations under this provision

6. The Owner must fully cooperate with College personnel with regard to meeting the terms of this policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
7. Assistance/companion animals may not be left overnight in College Housing to be cared for by any individual other than the owner. If the owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the owner.
8. The owner is responsible for ensuring that the assistance/companion animal is contained, as appropriate, when the owner is not present during the day while attending classes or other activities.
9. The owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
10. The animal is allowed in College housing only as long as it is necessary because of the owner's disability. The owner must notify the Student Accessibility Services Office in writing if the assistance/companion animal is no longer needed or is no longer in residence. To replace an assistance/companion animal, the new animal must be necessary because of the owner's disability and the owner must follow the procedures in this Policy and the Reasonable Accommodation Policy when requesting a different animal.
11. BSC personnel shall **not** be required to provide care or food for any assistance/companion animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal
12. The individual must provide written consent for the Student Accessibility Services Office to disclose information regarding the request for and presence of the assistance/companion animal to those individuals who may be impacted by the presence of the animal including, but not limited to, relevant College personnel and potential and/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 individual's disability.

## **B. Removal of Assistance/Companion Animal**

The College may require the individual to remove the animal from College housing if:

1. The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
2. The animal's presence results in a fundamental alteration of a College program;
3. The owner does not comply with the owner's Responsibilities set forth above;
4. The animal or its presence creates an unmanageable disturbance or interference with the College community.
5. Any removal of the animal will be done in consultation with the Student Accessibility Services Coordinator;
6. Should the assistance/companion animal be removed from the premises for any reason, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract

By my signature below, I verify that I have read, understand and will abide by the requirements outlined here and I agree to provide the additional information required to complete my request for an assistance/companion animal under the College's Assistance/Companion Animal Policy for College Housing. I agree to abide by the requirements applicable to assistance/companion animals. I understand that if I fail to meet the requirements set forth in the Policy, BSC has the right to remove the assistance/companion animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract.

I furthermore give permission to the Student Accessibility Services Office to disclose to others impacted by the presence of my assistance/companion animal (e.g., Residence Life staff, potential and/or actual roommate(s)/neighbor(s)) that I will be living with an animal as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the assistance/companion animal and/or resolving any potential issues associated with the presence of the assistance/companion animal.

I further recognize that the presence of the assistance/companion animal may be noticed by others visiting or residing in College Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain

circumstances assistance/companion animals are permitted for persons with disabilities.

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Individual Signature \_\_\_\_\_ Date \_\_\_\_\_

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Student Accessibility Services Representative \_\_\_\_\_ Date \_\_\_\_\_

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Residence Life Office Representative \_\_\_\_\_ Date \_\_\_\_\_