

EMOTIONAL SUPPORT ANIMAL/ASSISTANCE ANIMAL AGREEMENT FOR UNIVERSITY HOUSING AT OKLAHOMA PANHANDLE STATE UNIVERSITY

Oklahoma Panhandle State University (“OPSU” or “University”) recognizes the importance of “Assistance Animals” under the Fair Housing Act, which are animals that provide physical and/or emotional support to individuals with disabilities. Assistance Animals are not service animals. OPSU is also committed to providing individuals with disabilities an equal opportunity to use and enjoy University housing. This Agreement explains the specific requirements applicable to an individual’s use of an Assistance Animal in University housing.

Although it is the policy of OPSU that individuals are generally prohibited from having animals of any type in University housing, OPSU will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an Assistance Animal. Assistance Animal(s) may not be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Agreement.

Assistance Animals for the Fall 2022 semester must be requested by June 30, 2022. Assistance Animals for the Spring 2023 semester must be requested by November 1, 2022.

I. Definitions

A. Assistance Animal

“Assistance Animals” are a category of animals that may work, provide assistance, or perform physical tasks, for an individual with a disability and/or provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADAAA. Some Assistance Animals are professionally trained, but in other cases Assistance Animals provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as Assistance Animals, but any animal may serve a person with a disability as an Assistance Animal.¹

The question in determining if an Assistance Animal will be allowed in University housing is whether or not the Assistance Animal is necessary because of the individual’s disability to afford the individual an equal opportunity to use and enjoy University

¹It is important to note that animals that may be needed because of a disability may be identified by various names. For example, an individual may identify the animal as a companion animal, assistance animal, or emotional support animal.

housing and its presence in University housing is reasonable. However, even if the individual with a disability establishes necessity for an Assistance Animal and it is allowed in University housing, an Assistance Animal is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic building and facilities, classrooms, labs, individual centers, etc.).

B. Owner

The “Owner” is the resident who has requested the accommodation and has received approval to bring an Assistance Animal into University housing.

C. Disability Services Office

The Office of Counseling, Testing, Career & Disability Services (“Disability Services Office”) collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all OPSU programs and activities.

II. Procedures for Requesting Assistance Animals in University Housing

The procedures for requesting Assistance Animals for University housing are outlined below:

A. University 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 University housing, OPSU reserves the right to assign or reassign an individual with an Assistance Animal to a single room without a roommate.

B. In order to allow Housing and Residential Life sufficient time to adequately address the use of Assistance Animals, Assistance Animals for the Fall semester must be requested by June 30th of that year. Assistance Animals for the Spring semester must be requested by November 1, of the prior year.

C. A student requesting permission to keep an Assistance Animal in University housing must make a formal request to the Disability Services Office. To do so, the student must contact the Office of Student Disability Services to schedule a formal meeting and, in some cases, documentation of his/her disability for review. After making a formal request with the Office of Student Disability Services, the Owner must submit the “**Acknowledgement and Release of Information Consent Form**” to the Department of Housing and Residential Life at least 30 days before the student intends to move/bring the animal into University housing. While applications submitted after this timeframe may be considered, OPSU cannot guarantee that it will be able to meet a late applicant’s accommodation needs, including any needs that develop during the semester.

D. Documentation/ verification of the need for an Assistance Animal should follow the Student Disability Services Office's guidelines for documentation of a disability, and should generally include the following current (within the last six months) information:

1. verification from a physician, psychologist or other licensed professional who is in a position to know about the individual's disability;
2. the student's disability; and
3. a statement of how the Assistance Animal is necessary because of the student's disability to ensure an equal opportunity to use and enjoy University housing.

E. For all requests for Assistance Animals, the Student Disability Services Office will consult with Residential Life in making a determination on a case-by-case basis of whether the presence of an Assistance Animal is reasonable. A request for an Assistance Animal may be denied as unreasonable if:

1. the presence of the Assistance Animal imposes an undue financial and/or administrative burden;
2. the presence of the Assistance Animal fundamentally alters University housing policies;
3. the presence of the Assistance Animal poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including University property; and/or
4. the Assistance Animal is under six (6) months old.

F. OPSU may consider the following factors, among others, as evidence in determining whether the presence of the Assistance Animal is reasonable or in the making of University housing assignments for individuals with Assistance 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; or
7. the animal causes or has caused excessive damage to University housing beyond reasonable wear and tear.

G. Any new or different Assistance Animal must be approved through the process described above.

III. Conflicting Health Conditions

Residential Life staff will make a reasonable effort to notify students in the residence/building where the Assistance Animal will be located. Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the Student Disability Services Office if they have a health or safety related concern about exposure to a Service or Assistance Animal. The Student Disability Services Office Coordinator will consider the conflicting needs and/or accommodations of all persons involved and arrive at a reasonable resolution of any such conflict on a case-by-case basis.

IV. Access to University Facilities by Assistance Animals

An Assistance Animal must be contained within the privately assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the individual is taking the animal out for natural relief. When an Assistance Animal is outside the private individual 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 University housing (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

Notwithstanding the restrictions set forth herein, the Assistance Animal must be properly housed and restrained or otherwise under the dominion and 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 Assistance Animal is subject to capture and confinement and immediate removal from University housing.

OPSU will not ask for or require an individual with a disability to pay a fee or surcharge for an approved Assistance Animal. OPSU personnel shall not be required to provide care or food for any Assistance Animal including, but not limited to, removing the Assistance Animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the Assistance Animal and may not be held responsible for the care, damage to, or loss of the Assistance Animal.

V. Owner's Responsibilities for Assistance Animal

If the University 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:

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 University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to

- request documentation showing that the Assistance Animal has been licensed.
2. The Owner is required to clean up after and properly dispose of the Assistance Animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by OPSU.
 3. The Owner is required to ensure the Assistance Animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Assistance Animal and/or discipline for the individual.
 4. The Owner may be charged for any damage caused by his or her Assistance 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 University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a University-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in University housing. The University shall have the right to bill the individual's account for unmet obligations under this provision.
 5. The Owner must fully cooperate with Residential Life staff with regard to meeting the terms of this Agreement and developing procedures for care of the Assistance Animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
 6. Assistance Animals may not be left overnight in University housing to be cared for by any individual other than the Owner. If the Owner is to be absent from his/her residence overnight or longer, the Assistance Animal must accompany the Owner. The Owner is responsible for ensuring that the Assistance Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
 7. The Owner agrees to abide by all equally applicable University housing policies that are unrelated to the individual's disability such as assuring that the Assistance Animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
 8. The Assistance Animal is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify Residence Life in writing if the Assistance Animal is no longer needed or is no longer in residence. To replace an Assistance Animal, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Agreement when requesting a different animal.
 9. The individual must provide written consent for Disability Services to disclose information regarding the request for and presence of the Assistance Animal to those individuals who may be impacted by the presence of the Assistance Animal including, but not limited to, Residential Life staff and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the Assistance Animal and shall not include information related to the

individual's disability.

VI. Removal of Assistance Animal

The University may require the individual to remove the Assistance Animal from University housing if:

1. the animal poses a direct threat to the health or safety of others;
2. the animal causes substantial property damage to the property of others;
3. the animal's presence results in a fundamental alteration of a University program;
4. the Owner does not comply with the Owner's Responsibilities set forth above; or
5. the animal or its presence creates an unmanageable disturbance or interference with the University community.

The University will base such determinations upon the consideration of the behavior of the particular Assistance Animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with the Disability Services Coordinator and may be appealed to the Vice P

Should the Assistance 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.

VII. Non-retaliation Provision

OPSU will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an Assistance Animal.

By my signature below, I verify that I have read, understand and will abide by the requirements outlined herein and I agree to provide the additional information required to complete my request for a reasonable accommodation under the University's Assistance Animal Agreement for University Housing.

Please Only Submit This Page

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VIII. Acknowledgement and Release of Information Consent Form

By my signature below, I verify that I have read and understand the above and I agree to abide by the requirements applicable to Assistance Animals. I understand that if I fail to meet the requirements set forth in the Agreement, OPSU has the right to remove the Assistance Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract. Any violations of this agreement will be addressed through the conduct process.

=I furthermore give permission to the Disability Services Office to disclose to others impacted by the presence of my Assistance Animal, including Residential Life staff, potential and/or actual roommate(s) and neighbor(s), which I will be living with an Assistance Animal as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the Assistance Animal and/or resolving any potential issues associated with the presence of the Assistance Animal. I will hold Oklahoma Panhandle State University harmless from any liability for disclosing such information.

I further recognize that the presence of the Assistance Animal may be noticed by others visiting or residing in University housing and agree that Residential Life staff may acknowledge the presence of the Assistance Animal, and explain that under certain circumstances Assistance Animals are permitted for persons with disabilities.

Student Signature

Date

Residential Life

Date

<u>Housing & Residential Life Use Only</u>		
	<u>Initials</u>	<u>Date</u>
Received Verifications from Student Disability Services	_____	_____
Contact Roommates	_____	_____
Contact Building Staff	_____	_____
Send Decision to Resident	_____	_____

Please Only Submit This Page

Housing and Residential Life
Oklahoma Panhandle State
University

**Emotional Assistance Animal Procedure Acknowledgement
and Information Form**

This form must be submitted and approved prior to animal occupying the assigned space.

Resident Name _____

Animal Type _____

Animal's Breed _____

Animal's Name _____

Most Recent Rabies Vaccination Date _____
(Record Must be Attached)

Spayed or Neutered Date _____
(Record Must be Attached)

Certificate of Health Date _____
(Record Must be Attached)

I acknowledge having read the Service and Assistance Animal Procedure and agree to abide by its terms and conditions.

Signature of Resident

Date

Resident's Printed Name

CWID

Building

Room/Apartment

Signature of OPSU Housing & Residential Life Designee

Date

Emergency Contact Name

Emergency Contact Phone