



The Evergreen State College Assistance Animal (AA) Policy and Procedures

ASSISTANCE ANIMAL (AA) POLICY

The Evergreen State College is committed to granting reasonable accommodations by allowing Assistance Animals (AAs) necessary to provide individuals with disabilities an equal opportunity to use and enjoy college housing. Under the Fair Housing Act (FHA), Assistance Animals may be permitted in college housing as a reasonable accommodation if there is a disability-related need and an identifiable relationship, or nexus, between the requested accommodation, the individual's disability, and the individual's ability to have full benefit, enjoyment, and use of the residential facility. The Evergreen State College reserves the right to amend this Policy and/or associated Procedures as circumstances require. This policy pertains to AAs only, and not to Service Animals as defined by Title II of the Americans with Disabilities Act (ADA), or to pets.

No Assistance Animal may be kept in college housing at any time prior to the individual receiving written approval as a reasonable accommodation pursuant to this policy.

Section 1: Definitions

- A. Assistance Animal (AA)** –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 health or psychiatric disability that alleviates one or more identified symptoms or effects of the disability, but which are not considered Service Animals under the ADA. While AAs may be professionally trained, in most cases AAs provide the necessary support without any formal training or certification. While AAs are most commonly dogs or cats, requests for other animals may be considered on a case-by-case basis.

The question in determining if an AA will be allowed in college housing is whether the student making the request is a person with a disability, whether the AA is necessary to afford the individual an equal opportunity to use and enjoy college housing, and the presence of the AA in college housing is reasonable.

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, comfort animal, therapy animal, or emotional support animal.

- B. Pet:** A pet is defined as an animal kept for ordinary use and companionship.
- C. Owner:** The owner is the individual with a disability who has requested the accommodation and has received approval to have an AA in their campus residence.

- D. **Access Services:** The Office of Access Services collaborates with individuals, faculty, and staff to ensure that students with disabilities have equal access to The Evergreen State College's programs and activities. The Director of Access Services manages requests and approval of AAs in college housing.

Section 2: Access to College Facilities By Assistance Animals

This Policy is specific to allowance of AA's in college housing only. Assistance Animals are not allowed in any College facilities other than college housing (e.g. dormitories, suites, apartments) to which the Owner/student is assigned.

Section 3: Procedure for Requesting an Assistance Animal (AA) in College Housing

The procedure for requesting an AA follows the general procedures for requesting reasonable accommodations in college housing and the requirements set forth below. Determination of disability and appropriate and reasonable accommodations is individualized and determined on a case-by-case basis.

- A. **Timing of the Request:** The Evergreen State College will accept and consider requests for reasonable accommodation in college housing at any time. The individual making the request for an AA should complete the steps below as soon as practicably possible and before moving into college housing. However, if the request for accommodation is made fewer than **45 days before the individual intends to move into college housing**, The Evergreen State College cannot guarantee that it will be able to meet the individual's request for an AA during the first quarter or term of occupancy.

NO ANIMAL MAY RESIDE IN CAMPUS HOUSING UNTIL THE STUDENT/OWNER HAS COMPLETED THIS PROCESS AND RECEIVED WRITTEN NOTIFICATION OF APPROVAL OF THIS ACCOMMODATION. ANIMALS THAT HAVE NOT BEEN APPROVED ARE SUBJECT TO IMMEDIATE REMOVAL.

- B. **Returning students** previously approved for an AA must contact Residential Life if they will again have their AA in their campus residence. Returning students previously approved for an AA do not need to submit additional disability documentation or complete the process to request an AA as an accommodation unless they are returning with a different AA, or the AA was approved on a time-limited basis.

Procedure:

The Owner/student:

- A. **Reviews the Assistance Animal Policy and Procedures, and the Assistance Animal Owner Responsibilities and Agreement;**
- B. **Submits the following to the Director of Access Services:**
 1. **Disability Accommodations Request Form for College Housing;**
 2. **Assistance Animal Provider Information Form. NOTE:** While other forms of documentation may be submitted, additional information may be required. Documentation must be from a reliable source. A

reliable third party is someone who is familiar with the individual's disability and the necessity for the requested accommodation disability

Assistance Animal/Emotional Support Animal certification or registration documents are not required and are not a substitute for documentation.

3. Acknowledgement and Release of Information with signature (at the end of this policy).

C. The Director of Access Services: Reviews the Disability Accommodations Request Form for College Housing and the Assistance Animal Provider Information Form/documentation and notifies the Owner/student if the information is sufficient or if additional information is needed.

D. Appointment/Interactive Process: The Owner/student will participate in an interactive process with the Director of Access Services to discuss the accommodation request. This appointment may be in person or by phone.

E. Review: The Director of Access Services will complete an individualized assessment to determine if the student is a person with a disability; if there is a disability-related need for an AA, and if there is a nexus between the disability/need and the support the AA provides.

1. If the Director of Access Services determines that the student is approved to have an AA as an accommodation, the Director will consult with Residential Life staff to determine if the requested AA is reasonable.
2. If the requested AA is determined to be unreasonable, the student will be provided the opportunity to identify an alternative AA, or alternative accommodation.
3. The Director of Access Services will provide written notification to the student of the status of the accommodation request (i.e.; approval or denial).

F. Denial/Appeals:

If the information provided does not meet the criteria set forth above, and the request for an AA as an accommodation is denied, the Director of Access Services will notify the student in writing. See Accommodations in College Housing Policy: Section 5 for additional information.

G. Meeting with Residential Life for Policy Review and Agreement:

Once the Owner/student receives notice of approval to have an AA as an accommodation:

1. **Documentation and Policy Review.** The Owner will review the Assistance Animal Policy and Procedures with a Residential Life staff member and complete the Assistance Animal Agreement and Release of Information Consent Form. The Residential Life staff member will discuss with the Owner the specific application of the Assistance Animal policy and procedures to the Owner's college housing assignment and the Owner/student's AA.
2. **Animal information:** The Owner will complete the Assistance Animal Form with emergency contact information for the animal, and submit it to Residential Life. AA documentation, including current

vaccination records, veterinary Health Certificate, and photos of the AA must be produced upon request.

3. **Roommates:** Where applicable, the Owner's roommates, apartment mates, or suite mates will meet individually with Residential Life and will review the Assistance Animal Policy and Procedures. If necessary, the Living Learning Agreement will be updated with all involved parties.

Section 4: Criteria for Determining if Presence of the Assistance Animal is Reasonable

College housing is unique in several aspects, including the assignment of roommates for many individuals, and the mandate that individuals must share a room or communal living space in most college residences. To ensure that the presence of an AA is not an undue administrative burden or fundamental alteration of college housing or programs, The Evergreen State College reserves the right to assign an individual with an AA an alternative housing assignment, which may include a single room without a roommate.

- A. For all requests for an AA, The Director of Access Services shall consult with Residential Life staff in making a determination on a case-by-case basis of whether the presence of an AA is reasonable. A request for an AA may be denied as unreasonable if the presence of the animal: 1) imposes an undue financial and/or administrative burden; 2) fundamentally alters college housing, policies, or programs; and/or 3) poses a direct threat to the health and safety of others, or would cause an unreasonable risk of injury or harm, or substantial damage to the property of others, including College property.
- B. The Evergreen State College may consider the following factors, among others, as evidence in determining whether the presence of the AA is reasonable or in the making of housing assignments for individuals with an AA:
 1. The size of the animal/cage/habitat is unreasonable for available assigned housing space;
 2. The animal's presence would force another individual from individual housing (e.g. serious allergies);
 3. The animal is not housebroken or is unable to live with others in a reasonable manner;
 4. The animal's vaccinations are not up-to-date;
 5. 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 potential transmission of zoonotic diseases;
 6. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear;
 7. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
 8. Dangerous, poisonous, oversized, non-domesticated, and/or illegal animals are not permitted;
 9. **One animal will be approved in order to fulfill the intent of the FHA requirements;**
 10. Generally, only adult animals are allowed because baby and young animals often cannot satisfy the above-listed criteria
- C. The Evergreen State College does not limit room assignments for individuals with an AA to any particular building or buildings.

Section 5: Responsibilities and Expectations of Owners of Assistance Animals

A. General Responsibilities:

1. AA's must be contained within the Owner's privately assigned individual living space/room, except to the extent the Owner is taking the animal out for natural relief, exercise, or transportation. When an AA is outside these environments, it must be in a carrier or controlled by a leash or harness.
2. Where applicable, AA's are permitted in designated outdoor spaces, primarily for natural relief and exercise.
3. The Owner is responsible for providing a safe and secure habitat, crate, or other barrier between the AA and others who may enter the room when the owner is not present. The AA 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 animal is subject to capture and confinement and immediate removal from college housing.
4. The AA is allowed in college housing only as long as it is necessary because of the Owner's disability. The Owner must notify Access Services in writing if the AA is no longer needed or is no longer in residence. If the Owner must replace a previously approved AA, the new animal must be necessary because of the Owner's disability and approved by the Director of Access Services prior to bringing the animal to campus.
5. Should the housing situation change during the academic year, a new Roommate/Apartment Mate/Housemate Acknowledgement Form, must be completed as appropriate, prior to the Owner and AA moving into the new setting.
6. 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. Behavior, noise, and odor must not exceed reasonable standards for a healthy, well-behaved animal and these factors must not create unreasonable disruptions for other residents.

B. Care and Supervision: Care and supervision (custody) of the AA is the sole responsibility of the Owner and must meet the following requirements:

1. AAs 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 their residence/room overnight or longer, the animal must accompany the Owner, or the Owner must make arrangements for off-campus boarding or care.
2. Owners are responsible for feeding and watering their AA within the confines of their personal room. Bowls of food and water should be placed on waterproof mats so that water and food do not get on the carpet/floor. If food or water is spilled, the Owner is responsible for cleaning the floor immediately.
3. Food for the AA should be kept in a sealed container within the confines of the Owner's room. Open bags of food are not permissible, as they may attract pests.
4. The AA should be kept clean and appropriately groomed to manage pests, shedding and odors. However, Owners may not use hall or apartment showers, sinks or baths or college laundry facilities to clean their AA's, AA cages or habitats, bedding and other items. Local groomers, self-serve bathing services and laundry facilities may be an option.
5. The Owner must notify Residential Life staff of any emergency situation during which the Owner is unable to care for the AA. The Owner must provide contact information for an alternative caregiver/emergency contact who will take responsibility of the AA and remove it from campus should the Owner be unable or unavailable to care for it. The caregiver/emergency contact must reside OFF campus and must be available to remove the AA in a timely manner appropriate for the animal species and needed care – generally, within 24 hours. In instances where it is determined the AA needs care not being provided to ensure immediate health and well-being, the College reserves the right to have the animal removed from college housing.

6. The Evergreen State College, College personnel and students shall not be required to provide food, care or any additional space for any AA. This includes, but is not limited to, removing the animal during an 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.

C. Waste Management and Cleaning:

1. The AA must be reliably housebroken or housed in species appropriate cages/crates/habitats. Pee pads are not permitted for toileting.
2. The Owner is responsible for managing all cleaning tasks associated with keeping and caring for their AA, including hair/fur, waste management, litter and bedding. College housekeeping equipment, laundry or other facilities and/or supplies may not be used for any AA cleaning tasks.
3. Owners are responsible for properly cleaning up, containing and disposing of all animal waste. Solid waste (such as cat litter, soiled bedding, etc.) must be placed in a sturdy plastic bag and tied securely before being disposed of in a designated outside trash can. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces. Owners may not clean litter boxes or cages in any residential facility (kitchen or bathroom sink, shower, janitorial closet).
4. AA odor and waste accumulation must not exceed reasonable standards. Litter boxes and cage bedding must be maintained such that odors are not apparent outside of the Owner's living space.
5. For animals that must be toileted outside, the Residential Life staff will designate appropriate areas near the Owner's residential location for regular toileting of their animal. Outdoor animal waste/ feces, must be immediately cleaned up, contained (placed in a plastic bag and securely tied) and disposed of by the Owner in a designated outside trash can. Improper waste disposal is grounds for the removal of the animal.
6. The Owner is responsible for keeping their AA free from pests, such as fleas, ticks, mites, etc., and for any charges resulting from damage, cleaning or treatment for pest infestation.
7. If the AA becomes sick and vomits and/or becomes incontinent, it is the responsibility of the Owner to make sure it is cleaned up immediately and to seek veterinary care as appropriate.
8. It is recommended that AAs be spayed or neutered as applicable. If the animal is a dog/cat that has not been spayed or neutered, the Owner is expected to take additional measures as needed to manage odors.

D. Health and Well Being:

1. The Owner must abide by current city, county and state ordinances, laws and/or regulations pertaining to licensing, vaccination, noise, restraint, at-large animals, dangerous animals and other requirements for animals. It is the Owner's responsibility to know and understand these ordinances, laws and regulations.
2. The Owner must ensure the AA has proper immunizations, licenses and any required veterinary documentation. The College has the right to request documentation relevant to these health and safety records at any time, at which point the documents must be produced.
3. The College reserves the right to require that the AA receive veterinary attention, or be removed from College property.
4. The Owner is required to ensure the AA is well cared for at all times. Any suspected or observed issues related to mistreatment or abuse of the AA will be reported to the proper investigatory authorities, and may result in immediate removal of the ESA, or disciplinary action.

5. If an AA is pregnant or becomes pregnant, the animal must be removed from campus until the offspring are weaned.

E. AA Behavior:

1. The AA may not pose a direct threat to the health and safety of persons on the College campus, cause physical damage to property, or fundamentally alter the nature of the College's operations or programs. Local and state ordinances and laws regarding animals apply.
2. AA behavior and/or noise must not exceed reasonable standards for a well-behaved animal and should not create unreasonable disruptions for other residents. The AA may be excluded/removed if the AA displays disruptive or dangerous behavior and/or the owner does not use effective means to control the AA. Uncontrolled barking or other noise, jumping on other people, biting, growling, running away from the owner, or excessive damage to college or personal property are some examples of unacceptable behavior for an AA.
3. The Owner, not the College, is responsible for the actions of the AA including bodily injury or property damage. The College retains the right to remove the AA, at the owner's expense, should the AA become a direct threat to the health and safety of others or if these requirements are violated in any way.

F. Financial Responsibility:

1. The Evergreen State College will not ask for or require an individual with a disability to pay a fee or surcharge for an approved AA.
2. However, an individual with a disability may be charged for any damage caused by an AA 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 space may also be inspected for fleas, ticks, or other pests as necessary. If pests are detected through inspection, the residence will be treated using methods 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 college housing. The College has the right to bill the Owner's account for unmet obligations under this provision. The Owner will be required to treat their AA for any such infestation at their expense.
3. Any cost for the actions of the AA, including bodily injury, property damage, and/or non-standard cleaning, must be met by the Owner. The college reserves the right to bill the student's account for charges related to the AA.

Section 6: Conflicting Disabilities

Should there be conflicting considerations between the student approved for an AA and the needs of roommate(s), apartment mate(s), or suitemate(s), such as health/allergy conditions, Residential Life staff and, as appropriate, Access Services, will consider options for all involved students on a case-by-case basis. Students with medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact Access Services if they require disability accommodation.

Section 7: Removal of Assistance Animals

The Evergreen State College may require the Owner of an AA to remove the animal from College housing if:

- a. The AA poses a direct threat to the health or safety of others or causes substantial damage to the property of others.
- b. The AA's behavior is unruly, disruptive, or dangerous (e.g., barking, growling, running loose, and/or displaying aggressive behavior), and the Owner fails to take appropriate measures to control the behavior.
- c. The AA is ill or in poor health.

- d. The animal or its presence creates an unmanageable disturbance or interference with the College community.
- e. There is evidence of abuse or neglect of the animal by the owner.
- f. The animal’s presence results in a fundamental alteration of a College program.
- g. The Owner does not comply with the Owner’s Responsibilities pursuant to this document.

When it is determined an AA must be removed, the Owner will be notified. The AA must be removed from campus within a time frame determined by Residential Life. Should the AA be removed from the premises for any reason, the Owner is expected to fulfill their housing obligation for the remainder of the housing contract.

Section 8: Non-retaliation Provision

The Evergreen State College will not retaliate against any individual because that individual has requested or received a reasonable accommodation in college housing, including a request for an AA.

Section 9: General Considerations

Students are encouraged to consider the obligations and time demands of college, i.e.; sports, work, overnight field trips, study, etc. in relation to the responsibilities and time demands associated with caring for an AA, and the care needs of the animal. AA owners should consider the animal’s temperament and tolerance for confinement and being alone for long periods of time when considering an AA.

Owners planning to travel during holiday and other breaks should have a plan in place for taking their AA with them, or make arrangements for off campus care or boarding during the time they will be gone from campus. As boarding facilities are in high demand during holidays, owners should contact facilities and make arrangements for boarding well in advance of need.

Owners planning to fly with their AA will likely need to obtain additional documentation from their health provider specific to the requirements of the airline in question and the Air Carrier Access Act. No AA may be left on campus or left in the care of another resident on campus in the absence of the owner during holiday and other breaks.

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Acknowledgement and Release of Information Consent Form

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 information required to complete my Request for a Reasonable Accommodation under the College’s Assistance Animal Policy and Procedures.

I have read and understand the Assistance Animal Policy and Procedures, and the Responsibilities and Expectations of Assistance Animal Owners, and I agree to abide by the requirements. I understand that if I fail to meet the requirements set forth in the Policy and Procedures, The Evergreen State College has the right to remove the Assistance Animal. I understand I may also be subject to action under the Student Code of Conduct for failure to comply, and I will nonetheless be required to fulfill my housing, academic, and all other obligations for the remainder of the housing

contract. I furthermore give permission to the office of Access Services and Residence Life to disclose to others impacted by the presence of my Assistance 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 AA and/or resolving any potential issues associated with the presence of the AA.

I further recognize that the presence of the AA may be noticed by others visiting or residing in campus Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances Assistance Animals are permitted for persons with disabilities.

Owner's Signature

Date

Access Services Representative

Date

Residence Life Representative

Date

Assistance Animal description (Type of animal, size, color, age, name):