

**FAIRMONT STATE UNIVERSITY  
ASSISTANCE ANIMAL POLICY AND AGREEMENT**

Fairmont State University (“University”) 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. Fairmont State University 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 University’s programs and activities. Fairmont State University is also committed to allowing Assistance Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This Policy explains the specific requirements applicable to an individual’s use of an Assistance Animal in University housing. Fairmont State University reserves the right to amend this Policy as circumstances require. This policy applies solely to “Assistance Animals” which may be necessary in University housing. It does not apply to “Service Animals” as defined by the ADAAA.

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

A resident wishing to request an Assistance Animal should contact the Office of Accessibility Services. The Office of Accessibility Services may require a statement from a reliable third party indicating that the resident has a disability and that the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of the disability. A “reliable third party” is someone who is familiar with the individual’s disability and the necessity for the requested accommodation. A reliable third-party includes, but is not limited to someone who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

**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.

A dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes are animals that would typically qualify for a reasonable accommodation that would not

substantially interfere with the operations of the residence hall. Reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals. The U.S. Department of Housing and Urban Development FHEO-2020-01 notice indicates that a requestor has a substantial burden to meet in demonstrating that a non-household animal is necessary to accommodate a disability.

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 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 individual who has requested the accommodation and has received approval to bring an Assistance Animal into University Housing.

**C. The Office of Accessibility Services**

The Office of Accessibility Services collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all of Fairmont State University's programs and activities.

**II. Procedures for Requesting Assistance Animals in University Housing**

The procedure for requesting Assistance Animals follows the general procedures set forth in the Reasonable Accommodation Policy for Fairmont State University ("Reasonable Accommodation Policy") and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the Reasonable Accommodation Policy, this Policy shall control.

**III. Criteria for Determining If Presence of the Assistance Animal is Reasonable**

- 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, Fairmont State University reserves the right to assign an individual with an assistance animal to a single room without a roommate or to a room near an exit.
- B. However, for all requests for assistance animals, the Office of Accessibility Services shall nonetheless consult with the Office of Housing and Residence 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 the presence of the animal: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters University housing policies; and/or (3) 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.

- C. Fairmont State University may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of 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 housing beyond reasonable wear and tear.

Fairmont State University will not limit room assignments for individuals with Assistance Animals to any particular building or buildings because the individual needs an Assistance Animal because of a disability.

#### **IV. Access to University Facilities by Assistance Animals**

##### **A. 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 the residence hall to which the individual is assigned.

##### **B. Dominion and Control**

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 animal is subject to capture and confinement and immediate removal from University housing.

#### **V. Individual'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:

##### **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 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 animal has been licensed.

2. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner; sealed plastic bags outside of the residence halls.
3. 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 Animal and/or discipline for the individual.
4. Fairmont State University will not ask for or require an individual with a disability to pay a fee or surcharge for an approved Assistance Animal.
5. An individual with a disability 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 the residence halls. The university shall have the right to bill the individual's account for unmet obligations under this provision.
6. The Owner must fully cooperate with University 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.). Cleaning of the Assistance Animal must take place outside of the residence hall.
7. 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 hall overnight or longer, the 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.
8. 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.
9. The animal is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify the Office of Accessibility Services 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 policy when requesting a different animal.
10. Fairmont State University personnel shall **not** be required to provide care or food for any Assistance 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.

11. The individual must provide written consent for the Office of Accessibility 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 animal including, but not limited to, Residence Life 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.

## **VI. Removal of Assistance Animal**

Fairmont State University may require the individual to remove the animal from University 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 University program;
- 3) the Owner does not comply with the Owner's Responsibilities set forth above; or
- 4) the animal or its presence creates an unmanageable disturbance or interference with the university community.

Fairmont State University will base such determinations upon the consideration of the behavior of the particular 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 Office of Accessibility Services and may be appealed to the Vice President of Student Affairs allowing the procedure set forth in the Housing and Residence Life Guide to Success. The Owner will be afforded all rights of due process and appeal as outlined in that process.

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**

Fairmont State University 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.

**Assistance Animal Agreement**

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 a Reasonable Accommodation under the Fairmont State University’s Assistance Animal Policy for University Housing.

**Acknowledgement and Release of Information Consent Form**

I have read and understand the Assistance Animal Policy and Agreement, 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 Policy, Fairmont State University 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.

I furthermore give permission to the Office of Accessibility Services to disclose information to the Office of Housing and Residence Life . I give permission to the Office of Housing and Residence life to disclose 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 Assistance Animal and/or resolving any potential issues associated with the presence of the Assistance Animal.

I further recognize that the presence of the Assistance Animal may be noticed by others visiting or residing in University 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.

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

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

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