



## **Kilgore College Office of Student Life**

### **Service & Emotional Support Animal General Policy and Owner's Agreement**

**General Policy Statement:** Kilgore College is committed to reasonably accommodating persons with disabilities. With respect to a request for a service/emotional support assistance animal, KC will determine, on a case by case basis, and in accordance with applicable laws and regulations, whether the animal is a reasonable accommodation. KC Office of Student Life approval of a request for a service/emotional support assistance animal in College Housing is subject to the student's cooperation with an agreement to the KC Service and Emotional Support Assistance Animal Policy and the terms and condition listed below:

#### **Section I. Definitions:**

**SERVICE ANIMAL:** Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medication, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Trained miniature horses also qualify as service animals subject to certain limitations. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability.

**EMOTIONAL SUPPORT ANIMAL:** An animal that is recommended by a healthcare or mental health professional to provide emotional support to persons with disabilities who have a disability-related need for such support. Emotional support animals include dogs, species other than dogs - with or without training - and animals that provide emotional support. An emotional support animal is not a service animal. Unlike a service animal, an emotional support animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times.

#### **Section II. Procedures for requesting to have Service Animals in College Housing**

Students planning to bring their **Service Animals** to reside in College housing are required to follow the steps outlined below:

1. A person seeking to keep a **Service Animal** in College housing must make a formal request to the Office of Disability Services, which will be responsible for coordinating the request for housing with the Director of Student Life so that the student can be assigned to the most appropriate housing location with their **Service Animal**, considering the student's needs and preferences. This request must be submitted at least 30 days prior to the student planning to have the animal live on campus. While applications submitted late will be accepted and considered, KC cannot guarantee that it will

be able to meet late applicants' accommodation needs, including any needs that develop during the semester.

2. Upon approval of a **Service Animal** by the Office of Disability Services, this Agreement, which has been signed by the student, must be submitted to the Director of Student Life at least ten (10) days prior to being allowed to move the animal into the Student's assigned space.

3. Upon approval of a **Service Animal**, the student's roommate(s) or suitemate(s) will be notified (if applicable) to solicit their acknowledgment of the approval, and notify them that the approved animal will be residing in shared assigned living space.

### **Section III. Procedures for requesting to have Assistance Animals in College housing as a reasonable accommodation.**

Assistance Animals may not be brought into College housing without expressed approval of College officials. If approval is obtained, assistance animals will not be allowed inside any other building on the KC campus, including academic or administrative building, or in any other residence hall other than the residence hall or apartment for which approval is obtained. Assistance animals will not be permitted if they pose a direct threat to the health and safety of others, cause substantial physical damage to the property of others, pose an undue financial and administrative burden, or, fundamentally alter the nature of KC's operations.

The procedures for requesting Assistance Animals in College housing are outlined below:

1. A person seeking to keep an Assistance Animal in College housing must make a formal request to the Office of Disability Services, which will be responsible for coordinating the request for housing with the Director of Student Life so that the student can be assigned to the most appropriate housing location with their assistance animal, considering the student's needs and preferences. This request must be submitted at least 30 days prior to the student planning to have the animal live on campus. While applications submitted late will be accepted and considered, KC cannot guarantee that it will be able to meet late applicants' accommodation needs, including any needs that develop during the semester.

2. In addition to submitting a formal request, applicants will also be required to provide documentation of their disability. Documentation of the need for an Assistance Animal should include the following:

- a. Verification from a physician, psychiatrist, social worker, or other mental health professional,
- b. Statement on how the animal serves as an accommodation for the verified disability, and
- c. Statement on how the need for the animal relates to the ability of the resident/student to use and enjoy the living arrangements provided by the College.
- d. Current documentation of items requested in a, b, and c. (Dated within the last 6 months).

3. Upon approval of an Assistance Animal by the Office of Disability Services, this Agreement, which has been signed by the student, must be submitted to the Director of Student Life at least ten (10) days prior to being allowed to move the animal into the Student's assigned space.

4. Upon approval of an Assistance Animal, the student's suitemate(s) will be notified (if applicable) to solicit their acknowledgment of the approval, and notify them that the approved animal will be residing in shared assigned space.

#### **Section IV. Resident's responsibilities in College Housing.**

In addition to the KC Service and Assistance Policy, the following will apply to all service and assistance animals:

**1. Health Certificate/License:** In accordance with local ordinances and regulations, the animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Cats should have the normal shots required for a healthy animal. Local licensing requirements are followed by KC. The appropriate health certificate and license documentation must be submitted to the Office of Student Life and the Office of Disability Services at time the request for housing an animal is submitted. The health certificate must also reflect that the animal has been spayed or neutered. Additionally, the resident must update and maintain health and vaccination of the service or assistance animal, and the resident will be responsible for ensuring that all paperwork is up-to-date and on file, according to expiration dates on vaccinations and on the registration forms he/she submits.

**2. Pest Control/Cleaning/Property Damage:** Preventative measures should be taken at all times for flea and odor control. Consideration of others must be taken into account when providing maintenance and hygiene to animals. If the resident detects any flea issue, the resident must immediately report the detection of fleas to College Housing, which will treat for fleas using an approved method. The cost of extermination will be the resident's responsibility. In addition, College Housing staff will inspect any unit in which an animal lives for fleas and ticks at least once per semester. If fleas or ticks are detected, the unit will be treated using an approved method and any charges incurred will be placed on the resident's college account. If there is damage to the unit or furnishings that exceeds normal wear and tear, the resident will be charged. When the resident vacates the unit, the resident will be responsible for removing all animal hair, animal odor, animal waste, and animal waste odor. College Housing will bill the resident for any cleaning over and above the norm that must be undertaken because the unit housed an animal.

**3. Cleanup of Animal Waste:** The resident is responsible for ensuring the cleanup of the animal's feces, which must be disposed of properly by placing it in a plastic bag, tying the bag securely and depositing the bag into an outdoor garbage dumpster. The waste should not be deposited into the building's garbage cans or into the small trash cans available on KC property. If an accident occurs inside, the resident must immediately clean up animal accidents with appropriate cleaning products. With regard to assistance animals, the animal must be housebroken. Resident must provide the necessary litter box or a newspaper-covered cage, which should be cleaned regularly in order to minimize odor problems.

**4. Nuisance to Residents:** The resident must take responsibility to ensure that the service or assistance animal does not create persistent odor, noise or disturbance. The animal may not be unattended overnight. The resident must be responsive to complaints from residents. In the event a formal grievance is filed with the Office of Student Life, a review will be held and the decision to allow the animal may be revoked or altered.

**5. Liability:** The resident is responsible for the actions of his/her service or assistance animal, including any personal injury or property damage the animal causes. The resident agrees that Kilgore College shall not, under any circumstances be held liable for any personal injury or damages caused by the animal, and further agrees to indemnify and hold KC harmless from all payments, expenses, costs, attorney's fees, and all claims and liabilities for losses or damages to property or injuries to persons caused wholly or in part by, or resulting from the animal residing with the resident. The resident must take all reasonable precautions to protect other residents and the property of the College. It is highly recommended that the tenant carry renter's insurance should the animal cause property damage or personal injury. In the event the animal causes harm to an individual, the Office of Student Life may require the animal to be removed from campus immediately, pending a review to determine a formal solution.

**6. Care of Animal:** Resident will be responsible for providing food and water for the animal and such food and water for the animal will not be left outside resident's room or apartment at any time. The resident will be responsible for keeping the animal contained when expecting maintenance personnel to enter the residence hall room or apartment for improvements or repairs. If appropriate, the animal must be on leash, unless the leash would inhibit the animal's ability to be of service. Assistance animals will be confined only to resident's assigned indoor location when not in transit and will be taken out of the building by way of the shortest and most direct path. Animals will never be left alone outside the residence hall room or apartment to which it is assigned and will not be tied to any fixed object anywhere outside the assigned residence hall or apartment.

**7. Removal of Animal:** Animal may be removed for uncleanness, aggressive behavior, unruly or disruptive behavior, or if it is of ill health. If resident is asked to make alternative living arrangements for the animal for any reason and the designated alternate animal owner resides out of state, the resident will employ the services of a kennel, until such time as the transfer of responsibility can occur. If the resident fails to remove the animal when requested, KC will notify KCPD and Animal Control, and the animal will be removed at the resident's expense.

**8. Posting and Photo:** A picture of the animal must be submitted to College Housing when registering an animal. The resident is responsible for posting an "Approved Animal in Residence" door sign approximately three inches in diameter on any entrances to his/her residence, signifying that an approved animal is in the room. The sign will be provided by the OSL and is required to be posted at all times.

**9. City Ordinances:** Residents must comply with requirements dictated by city ordinances:  
<http://www.cityofkilgore.com/environmental-services/animal-ordinance>

**10. Miscellaneous:** Room assignment may be restricted to a private room on the first floor of the buildings for Assistance animals, if possible. The resident is responsible for notifying the Office of Student Life if the animal has escaped its confines and is unable to be located in 2 hours. The resident is responsible for notifying the Office of Student Life if the animal will no longer be living on campus. Enforcement of this policy will be handled by the resident's Coordinator. All complaints and concerns in regard to noise, odor, pets, threat, or danger will be addressed to and logged by resident's Coordinator, who will respond to these complaints and concerns. Further, the coordinator will have the authority to issue sanctions as outlined on the animal policy enforcement guidelines.

**By signing this Service and Assistance/ Support Animal Owner's General Expectations, the Student signifies he/she has received a copy of this policy and statement of expectations and understands all the terms and conditions outlined in the KC Office of Student Life Service and Assistance/ Support Animal Policy and agrees to the terms for having a service or assistance animal in campus housing. Further, the student understands that the approval could be canceled or charges applied if he/she fails to abide by these terms and conditions. If the general expectations are violated, the Student will need to remove the animal; in addition, the matter may be handled as a student conduct issue.**

**Signed: \_\_\_\_\_ Date: \_\_\_\_\_**

**Name Printed: \_\_\_\_\_ Student ID: \_\_\_\_\_**