Policy and Agreement for Accommodations with Animals

Kansas State University has granted your request to live with an animal in University housing as a reasonable accommodation for your disability. This policy governs the custody and control of the animal.

The Owner must agree to meet the following requirements:

I. Procedure for Requesting an Animal in University Housing

The procedure for requesting animals in University Housing follow the general procedures set forth in the Reasonable Accommodation Policy for University Housing ("Reasonable Accommodation Policy") and the requirements set forth below. If a provision of this Policy conflicts with the Reasonable Accommodation Policy, this Policy controls.

II. Criteria for Determining if the Presence of the Animal is Reasonable

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 apartment in certain University housing. To ensure that the presence of animals is not an undue administrative burden or fundamental alteration of University housing, the University reserves the right to assign an individual with an animal to a single room without a roommate.

For all requests for animals, the Student Access Center ("SAC") may consult with Housing & Dining in making a determination on a case-by-case basis of whether the presence of an animal is reasonable. A request for an 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.

The University may consider the following facts, among others, as evidence in determining whether the presence of the animal is reasonable, or in the making of housing assignment for individuals with assistance animals:

1. The animal's presence would force another individual from individual housing (e.g. serious allergies);
2. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
3. The animal is not housebroken or is unable to live with others in a reasonable manner;
4. The animal's vaccinations (parvovirus and rabies) are not up-to-date; and/or the animal is not licensed in the city of Manhattan, KS.
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
6. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

The University will not limit room assignments for individuals with animals to any particular building or buildings because the individual needs an assistance animal due to a disability.

III. General Expectations and Owner Responsibilities

A. The animal is allowed in University housing only as long as the animal is necessary because of the Owner's disability, and the Owner must notify the Student Access Center in writing if the assistance animal is no longer needed or is no longer in University housing.

B. The Owner may not replace his/her animal with another animal without first notifying the Student Access Center and meeting all of the requirements of University policies for requesting and evaluating a request for reasonable accommodation for the replacement assistance animal.

C. The Owner must fully cooperate with University personnel to meet the terms of this Policy and to develop procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).

D. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements as applicable to the animal. The Owner is solely responsible for applicable flea treatment, appropriate grooming, and upkeep of the animal. It is the Owner'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 or a veterinarian's statement regarding the animal's health. The University reserves the right to request documentation showing that the animal has been appropriately licensed.

E. The assistance animal must be well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the animal and/or discipline for the Owner. The Owner, and not University personnel, is required to provide care and/or food for the animal. University personnel have no responsibility for removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and they will not be held responsible for the care, damage to, or loss of the animal.

F. If the animal is the type that must be taken outside to relieve itself, the Owner must take the animal to the area(s) designated for animal relief and waste. The Owner must ensure waste is disposed of appropriately by placing it into a plastic bag and disposing of the bag in an outside garbage receptacle.

G. The Owner must clean up after the animal immediately and immediately report any damage caused by the animal to Housing & Dining. Failure to report damage in a timely manner may result in removal of the animal and/or Owner discipline.

H. The animal must be on a leash or caged at all times if outside the Owner's assigned room or suite. The animal must wear an identification tag that includes the Owner's name and a current rabies vaccination tag at all times.

I. The Owner must abide by all equally applicable residential policies that are unrelated to the Owner's disability such as assuring that the animal does not unduly interfere with or cause difficulties for other Owners who reside in University housing.

J. Any evidence that the animal is a direct threat to the health and safety of others or to cause substantial property damage, including any display of aggressive behavior by the assistance animal, will result in immediate removal of the assistance animal from University housing.

K. Owners must have an emergency plan for animal care when the owner is unable to care for their animal themselves. Please designate a contact (shelter, boarding facility, or individual) within a two-hour radius of campus that will take care of your animal in an emergency. (Please write the name of your emergency contact, their phone number, and other pertinent contact information on the last page of this document.) If no emergency contact is listed, or the contact declines to take possession of the animal, the University reserves the right to take the animal to a local shelter of its choosing.

IV. Location/Access of Animal

A. Unless there is a disability-related necessity approved by SAC, an emotional support animal cannot be located anywhere other than the Owner's private residential room or apartment, except when (a) the Owner takes the animal outside for relief or (b) the Owner is transporting the animal. Access to other residential areas may be considered when necessary for the student's equal use and enjoyment of housing. Approval of an emotional support animal for housing does not itself authorize the animal to enter non-residential University facilities. ADA service animals generally may accompany their handlers in areas where students are permitted, subject to applicable, individualized restrictions.

B. Owners cannot leave their Animals overnight in University Housing under the care of any other person, other than the individual Owner. Therefore, whenever the Owners will be absent from their individually assigned dwellings overnight or longer, Owners must leave the University Housing with the Animal when the Owner begins his or her overnight or longer absence. During an Owner's absence from University housing to attend classes or other activities, that Owner will contain or confine and care for the Assistance Animal in the Owner's assigned dwelling, as appropriate and consistent with the well-being of any persons who share all or part of the Owner's assigned dwelling, and the well-being of the animal.

C. Animals may not be left alone overnight in University housing. If the Owner is gone overnight or for a prolonged period of time, the animal may not remain in University housing and may be removed.

D. Because University housing policies prohibit the giving of an Owner's residence key to another student, the Owner with the animal may not rely on another student to feed or care for the animal.

E. Notwithstanding the restrictions set forth herein, the animal must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. No owner

keeping an assistance animal shall permit such animal to go loose or run at large. If an assistance animal is found running at large, the animal is subject to capture and confinement and immediate removal of the animal from University housing.

V. Access to Unit/Apartment by Maintenance Personnel

A. If the presence of the assistance animal prevents the delivery of service (i.e., pest control) or interferes with facility maintenance, the Owner may be requested to temporarily or permanently remove the assistance animal or, when applicable, be present when facility maintenance is performed.

B. University personnel and contracted vendors are not responsible if the assistance animal leaves the Owner's assigned residence.

VI. Owner Maintenance of Facilities

A. The Owner is expected to maintain his/her assigned space and will be accountable for any damage to the facilities and contents per existing policies including for any damage caused by the animal beyond reasonable wear and tear had the facility not been occupied by an animal.

B. The Owner's residential room or apartment may also be inspected for fleas, ticks or other pests. 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.

C. The animal must be caged or crated when University personnel or other designated individuals enter a room for facility maintenance or emergency reasons.

VII. Release of Information

A. The University may share information about the animal's presence with personnel and residents who need that information to implement the accommodation, coordinate housing assignments, or address a specific health or safety concern. The University will not disclose the student's disability or supporting documentation except as permitted by law.

VIII. Permanent Removal of Animal

The 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 unreasonable disturbance or interference with the University community.

A. The University's ADA/Section 504 Coordinator shall make the final decision as to whether to permanently remove an approved assistance animal from University housing pursuant to this Policy. University personnel who believe an assistance animal should be permanently removed must notify the Student Access Center, which shall in turn notify the ADA/504 Coordinator for consideration. The assistance animal may be removed from University housing during this process.

B. Should the assistance animal be permanently removed from the premises for any reason, the Owner is nonetheless required to fulfill his/her housing obligations for the remainder of the housing contract, as well as any academic and other obligations which may apply.

KANSAS STATE UNIVERSITY | Student Access Center

Acknowledgement of Animal Policy Form

I have read the Policy and Agreement for Accommodations with Animals and agree to comply with its applicable requirements. I understand that violations may be addressed under the procedures in this Policy, including removal of the animal when warranted.
Removal of the animal does not, by itself, terminate my housing contract.

_____ _____
Owner Signature Date

_____ _____
Emergency Contact Contact's Phone Number

THE FOLLOWING WILL BE COMPLETED BY UNIVERSITY STAFF:

_____ _____
Student Access Center Representative Date

_____ _____
Housing & Dining Representative Date