**Policy and Procedure for Service and Emotional Support Animal Accommodations**

SUNY Old Westbury recognizes the importance of Service and Emotional Support Animals to individuals with disabilities. This policy and procedure ensures that people with disabilities, who require the use of Service or Emotional Support Animals as a reasonable accommodation, receive the benefit of the work or tasks performed by such animals or the therapeutic support they provide. SUNY Old Westbury is committed to allowing people with disabilities the use of a Service or Emotional Support Animal on campus to facilitate their full-participation and equal access to the College’s facilities, housing, programs and activities. Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with Service and Emotional Support Animals. SUNY Old Westbury reserves the right to amend this policy as the law and circumstances require. This policy applies to all members of the university community, including students, faculty, staff, volunteers, and third parties. Questions about this policy and procedure may be directed to the ADA Coordinator or the Office of Services for Students with Disabilities (OSSD).

**Definitions**

**A. Service Animal**

A "Service Animal" is defined as “Any [animal] that is individually trained to do work or perform tasks for the benefit of an individual with a disability.” Examples of such work or tasks include, but are not limited to: guiding people who are blind, alerting people who are deaf, pulling a wheelchair, retrieving items such as medication or the telephone, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. The 2010 ADA revisions also include a separate provision for miniature horses that have been individually trained to do work or perform tasks for people with disabilities to be considered as Service Animals.

Service Animals are working animals, not pets. The work or task a Service Animal has been trained to provide must be directly related to the person’s disability. Animals whose sole function is to provide comfort or emotional support do not qualify as Service Animals.

**B. Emotional Support Animal**

The U.S. Department of Housing (HUD) under the Fair Housing Act (FHA) defines “Emotional Support Animals” as animals that provide assistance in the form of emotional support which reduces or alleviates one or more identified symptoms or effects of a person's disability. Under the FHA, a person may keep an Emotional Support Animal in their dwelling unit as a reasonable accommodation, if there is an identifiable relationship or nexus between the disability and the assistance the animal provides. Unlike a Service Animal, an Emotional Support Animal does not assist a person with a disability with the activities of daily living, nor does it accompany a person with a disability at all times. Emotional Support Animals may be allowed in College housing as a reasonable accommodation, however, they may not be permitted in other areas of the College (e.g. libraries, classrooms, labs, dining halls).

**C. Pet**

A “Pet” is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or an Emotional Support Animal. They are not covered by this policy. Residents are not permitted to keep pets, other than fish.

**D. Approved Animal**

An “Approved Animal” is a Service Animal or Emotional Support Animal that has been approved as a reasonable accommodation under this policy.

**E. Owner**

The “Owner” is the individual who has requested the accommodation and has received approval to bring the “approved animal” on campus.

**Procedure for Requesting Housing Approval for a Service or Emotional Support Animal**

Service and Emotional Support Animals may not reside in campus housing without written approval of OSSD.  A request for approval for campus housing should be made as follows:

An individual requesting a Service or Emotional Support Animal must provide appropriate documentation. Documentation includes a letter from the individual that gives a brief summary of why they are making the request, a care plan for the animal, any relevant veterinary records, and a letter from the individual’s treating healthcare provider. The documentation from the provider should be a signed letter, on professional letterhead, from the Owner’s licensed healthcare provider.  The provider should be familiar with the assistive and/or therapeutic benefits of the Service or Emotional Support Animals for people with disabilities.  The letter should include the following:

* 1. The provider’s diagnosis of the Owner’s condition.
  2. The provider’s professional opinion that the condition qualifies as a disability under federal law, including the major life activity which is substantially limited by the disability.
  3. The provider’s consensus that the Service or Emotional Support Animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the Owner’s condition and/or to help them use and enjoy housing services.

A committee will meet to review the documentation and make a determination.  A request for more information from the Owner may result. The OSSD Director will inform the Owner of the committee’s decision.  If the request is approved, this policy will be reviewed with the Owner and he/she will be asked to sign a Service or Emotional Support Animal agreement.  In addition, the OSSD Director will provide an accommodation letter for the Owner stating that he/she qualifies for a Service or Emotional Support Animal in campus housing. The Owner should present a copy of this letter to their Residence Hall Director and retain a copy for themselves. If a college official other than the Residence Hall Director requests proof of approval, the accommodation letter will serve as such. If the request is denied, the OSSD director and the Owner will determine together whether or not there are alternative accommodations that could be put into place. The following deadlines for requesting housing accommodations apply: July 1 for the Fall semester and November 1 for the Spring semester. Upon approval of a Service or Emotional Support Animal, the Owner’s roommate(s), residential building staff, and University Police will be notified as appropriate. The Owner must take responsibility for the roommate (s) to sign off on the application.

An Owner who is dissatisfied with a decision regarding a Service or Emotional Support Animal may submit an appeal in accordance with the ADA grievance procedures available on the College’s website. If the request is denied, the Owner and the OSSD director will determine together whether or not there are alternative accommodations that could be put into place.

**Responsibility of Persons with Service or Emotional Support Animals**

**Care and Supervision:** Care and supervision of the animal is the sole responsibility of the Owner.  The Owner is required to maintain control of the animal at all times.  The Owner is also responsible for ensuring the clean-up of the animal’s waste and, when appropriate, must toilet the animal in areas designated by the college.

**Vaccination:** The animal must be immunized against disease common to that type of animal.  Dogs must have current vaccination against rabies and wear a rabies vaccination tag.

**Health:** The animal must be in good health.  Animals to reside in campus housing must have an annual clean bill of health from a licensed veterinarian.  Documentation can be a vaccination certificate for the animal or a veterinarian's statement regarding the animal's health. SUNY Old Westbury has authority to direct that the animal receive veterinary attention.

**Licensing:** The animal must be appropriately licensed in accordance with New York State and local laws.

**Leash:** The animal must be on a leash, if appropriate for the animal, at all times outside the Owner’s immediate residential room.

**Other Conditions:** The College may place other reasonable restrictions on the animal depending on the nature of the animal, including but not limited to the following:

1. The Owner is responsible for assuring that the Approved Animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.

2. The Owner is financially responsible for the actions of the Approved Animal including bodily injury or property damage. The Owner’s responsibility includes but is not limited to medical expenses, replacement of furniture, carpet, windows, screens, doors, paint, wall covering, and the like. The Owner is expected to cover these costs at the time of repair and/or when they move out.

3. The Owner is responsible for any expenses incurred for cleaning above and beyond a standard cleaning or for repairs to College premises that are assessed after the Owner and animal vacate the residence. The College shall have the right to bill the Owner for unmet obligations.

4. The Owner must notify OSSD, the ADA Coordinator, and/or Residence Life, as appropriate, if the Approved Animal is no longer needed as an Approved Animal or is no longer in the residence. To replace an Approved Animal the Owner must file a new request.

5. The Owner's residence may be inspected for fleas, ticks, or other pests once a semester or as needed. The applicable housing office for the residence hall will schedule the inspection. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation 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 the residence halls.

6. All roommates or suitemates of the Owner must sign an agreement allowing the Approved Animal to be in residence with them. In the event that one or more roommates or suitemates do not approve, either the Owner and animal or the non-approving roommates or suitemates, as determined by Residence Life, may be moved to a different location.

7. Service Animals may travel with their Owner throughout the campus. Emotional Support Animals are to be contained within the privately assigned residential area (room or suite) except when transported outside the private residential area in an animal carrier or controlled by leash or harness.

8. Approved Animals may not be left overnight in residence halls to be cared for by another individual. Animals must be taken with the Owner if the Owner leaves campus for a prolonged period.

9. Residence Life has the authority to relocate Owner and Approved Animal as necessary.

10. Any violation of the above rules may result in immediate removal of the animal from the College and may be reviewed through the Code for Student Conduct or applicable collective bargaining agreement.

11. Should the Approved Animal be removed from the premises for any reason, the Owner is expected to fulfill their housing obligations for the remainder of the housing contract.

**Removal of Service and Emotional Support Animals**

The Owner of a Service or Emotional Support Animal may be asked to remove the animal from campus if the Owner fails to comply with this policy, the animal or its presence creates an unmanageable disturbance or interference with the SUNY Old Westbury community, and/or the animal poses a direct threat to the health or safety of others.  The following describes behaviors which may result in the removal of the animal:

**Disruptive Behavior:** An animal may be removed if its behavior is unruly or disruptive (e.g., barking, growling, running around, or displaying aggressive behavior).  If such behavior persists, the Owner may be prohibited from bringing the animal on campus until the Owner takes significant and effective steps to correct the animal’s behavioral problems.

**Poor Health:** Animals that are ill or in poor health must not be taken into public areas.  An Owner with an ill animal may be required to remove the animal from campus.

**Uncleanliness:** Owners who fail to properly clean up and dispose of the animal’s waste may be required to remove the animal from campus.  Owners may be required to remove the animal from campus if the animal is otherwise unclean or unkempt.

**Damage:** Owners of Service and Emotional Support Animals are solely responsible for any damage to persons or property caused by their animals.

**Areas Off Limits to Animals**

The College may prohibit the use of Service or Emotional Support Animals in certain locations because of health and safety restrictions (e.g. where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following areas: custodial closets, boiler rooms, facility equipment rooms, research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, motor pools, rooms with heavy machinery, and areas outlined in state law as being inaccessible to animals. Exceptions to restricted areas may be granted on a case-by-case basis by contacting OSSD and the appropriate department representative.

Emotional Support Animals are to stay confined to the room assigned to the Owner for whom the request was approved, with the exception of transporting the animal to or from their permanent residence, for medical or health care outside the college, or for outdoor exercise if applicable.  The animal will be considered outside of the Owner’s room when it crosses through the doorway of the Owner’s assigned room.  All animals must be transported in an appropriate carrier or on a leash when being transported through the building.  While in the room, the animal will be kept in a suitable cage if applicable to the animal.

**Conflicting Health Conditions**

Non-residents with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the ADA Coordinator if they have a health or safety related concern about exposure to a Service or Emotional Support Animal.

Residents with medical condition(s) that are affected by animals are asked to contact the Department of Residence Life. The Department of Residence Life will make a reasonable effort to notify individuals in the residence building where the Approved Animal will be located. Individuals with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact Residence Life if they have a health or safety related concern about exposure to a Service or Emotional Support Animal. The College is prepared to reasonably accommodate individuals with medical conditions which require accommodations when living in proximity to Service or Emotion Support Animals. The College will attempt to resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodation requests of all persons involved.

**Public Etiquette Toward Service and Emotional Support Animals**

Members of the College community are required to abide by the following practices:

1. They are to allow a Service Animal to accompany its Owner at all times and in all places on campus, except where animals are specifically prohibited.

2. They are not to touch or pet a Service or Emotional Support Animal unless invited to do so.

3. They are not to feed a Service or Emotional Support Animal.

4. They are not to deliberately startle a Service or Emotional Support Animal.

5. They are not to separate or to attempt to separate an Owner from their Service or Emotional Support Animal.

6. They are not to inquire for details about the Owner's disabilities.

**Acceptable Inquiries of a Person Using a Service Animal**

Federal law does not require the Owner to provide documentation that the animal has been certified, trained or licensed as a Service Animal. In making a decision whether to permit accompaniment of a Service Animal, the College shall not ask about the nature or extent of a person’s disability. The College may, however, ask the following two questions when the status of the dog or miniature horse as a Service Animal is not readily apparent:

A. Is the animal a Service Animal required because of a disability?

i. This is a “yes” or “no” question.

ii. If the answer to Question A is “yes”, proceed by asking Question B.

iii. If the answer to Question A is “no” the animal would not be considered a Service Animal.

B. What work or task has the animal been trained to perform?

Specific questions related to the use of Service Animals at the College can be directed to OSSD or the ADA Coordinator.

**Service and Emotional Support Animal Housing Agreement**

This accommodation is for an approved animal in the residence halls. The approval extends to one animal only and is restricted to the animal that was requested and approved. In order to continue to qualify for the accommodation the Owner is subject to the following agreement:

If the Owner is a student, the OSSD Director will provide an accommodation letter for the Owner stating that he/she qualifies for a Service or Emotional Support Animal in campus housing. The Owner should present a copy of this letter to their Hall Director and retain a copy for themselves. If a College official other than the Hall Director requests proof of approval, the accommodation letter will serve as such.

Should the Owner for whom the request was approved fail to comply with this agreement or the attached Policy and Procedure for Service and Emotional Support Animal Accommodations, the animal will be considered to be a non-approved animal under the aforementioned policy and subject to appropriate sanctions in accordance with the Code for Student Conduct, or applicable collective bargaining agreement for employees who live in the residence halls.

By my signature below, I verify that I have read, understand, and will abide by the requirements outlined here and in the attached Policy and Procedure for Service and Emotional Support Animal Accommodations. If applicable, I agree that it is also my responsibility to discuss this with all of my room/suite mates and obtain their signatures of approval.

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Resident Owner Signature Date

*If under 18 years of age, parent or guardian must sign.*

**Roommate/Suitemate Acknowledgement**

By my signature below, I acknowledge and agree that I will share the common areas of my assigned residential space with the Approved Animal. Should I have any concerns regarding the care and control of the Approved Animal, I will discuss my concerns with the Approved Animal’s Owner and then if necessary, with the Residence Life staff.

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Resident’s Name Date

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Resident’s Name Date