



# Student Resource Services (SRS)

## Assistance Animal Policy & Guidelines

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### Section I. Policy Statement

Bethune-Cookman University ("B-CU", "University") recognizes the importance of Service Animals and Emotional Support Animals ("ESA") to individuals with disabilities and implemented the following policy regarding Service Animals and Emotional Support Animals, collectively Assistance Animals, in order to accommodate individuals with disabilities. This policy ensures that individuals with disabilities who require the use of Service Animals and/or ESA as a reasonable accommodation benefit from the work or tasks conducted by such animals or the therapeutic support they provide. B-CU reserves the right to modify this policy as the need arises.

The University's campuses, vehicles, events, and programs are generally subject to a "no pets" restriction, with the exceptions outlined in this policy. The University is committed to creating and maintaining a welcoming and inclusive educational, working, and living environment that allows individuals to have animals defined below as "Service Animals," and "Emotional Support Animals," which under this Policy are not considered "Pets," on University Property in accordance with federal and state laws and subject to the conditions and rules set forth in this Policy.

This Policy shall be construed in accordance with the requirements of all applicable laws, as amended.

### Section II. Definitions

**Emotional Support Animal or ESA:** An Emotional Support Animal (ESA) is a type of animal that offers emotional support and comfort to individuals with emotional or mental impairments. However, it is important to note that an ESA does not meet the criteria to be classified as a "Service Animal." Typically, an ESA is a dog or a cat, but it can also be a different type of animal, however, remaining consistent with federal guidance, for the purposes of this Policy, reptiles, barnyard animals, and other non-domesticated animals are not acceptable ESA on B-CU Campus.

**Service Animal:** The term "Service Animal" as used in this Policy is intended to have the same meaning as that given by the ADA, which includes "any dog individually trained to perform work or tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability." Other species, untamed or domestic, trained or untrained, do not qualify as Service Animals.

Under Florida law The Service Animal must be under the Owner's control and have a harness, leash, or other tether unless the Owner is unable to use one due to a disability or the use of one would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be controlled by voice, signals, or other means.

An "**Assistance Animal**" unless otherwise specified, incorporates both Emotional Support Animals and Service Animals.

A "**Pet**" is an animal kept for ordinary use and companionship. A pet is not considered an Assistance Animal and is not covered by this policy. **Residents are not permitted to keep pets on University Property or in University Housing.** Any unauthorized animals will be immediately removed from campus.

An "**Approved Animal**" is an Animal that has been granted as a reasonable accommodation under this policy.

The "**Owner**" is the student who has been approved to have an Assistance Animal.

### **Section III. Procedures to have Emotional Support Animals or Service Animals in University Housing**

**You are not permitted to keep an Emotional Support Animal or Service Animal in a residential building without prior approval as a reasonable accommodation through Student Resource Services (SRS).**

1. A student seeking to have an Assistance Animal in University housing must make a formal request to the University's Student Resource Services. To do so, the person should submit the Housing Accommodations Request Form so that the student can be assigned to the most appropriate housing location with their Assistance Animal, considering the student's needs and preferences.

#### **Deadlines:**

All requests for reasonable housing accommodations, along with all the required documentation and forms must be submitted by the following dates:

- a. May 1<sup>st</sup> for the fall semester
- b. November 1<sup>st</sup> for spring semester

c. March 1<sup>st</sup> for returning students

While applications submitted after these dates will be accepted and considered, B-CU cannot guarantee that it will be able to meet late applicants' accommodation needs, including any needs that develop during the semester.

2. Residence Life requires up to 60 days following the notice of a student's approval, to determine appropriate placement for the approved owner and Assistance Animal to avoid concerns of competing disability-related issues within the housing community.
3. If the request for accommodation is made fewer than 60 days before the individual intends to move into college housing, we cannot guarantee that it will be able to meet an approved individual's accommodation needs during the first semester of occupancy. Therefore, approved students with late requests may be required to wait until the following semester to be approved for entry to allow time for housing assignments to be adjusted.
4. Please be advised that SRS and Residence Life are not able to process requests for an assistance animal in housing between August 1-September 15.
5. SRS will arrange a meeting and engage in an individualized interactive process with the student requesting the Assistance Animal to be housed in University Housing. SRS will make an individual assessment on a case-by-case basis of whether the requested accommodation is reasonable. Likewise, the University will assess whether the requested accommodation would impose an undue financial and administrative burden or would fundamentally alter the nature of the University's programs or services. The request may also be denied if: (1) the specific Assistance Animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific Assistance Animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
6. If it is determined that the student qualifies for a Service Animal or ESA as a reasonable accommodation, the next steps will be provided to the student. Otherwise, if the Assistance Animal sought is not a reasonable accommodation, other reasonable accommodations will be explored and recommended to the student.
7. Eligible student seeking assistance for Assistance Animal accommodation must submit reliable current documentation of a disability and their disability-related need for an Assistance Animal if a student's need for an accommodation is not readily apparent. Reliable documentation should be from a therapist physician, psychiatrist, social worker, or other mental health professional, which establishes that an individual has a disability and that the Assistance Animal provides some type of disability-related assistance or emotional support.

*For example, students cannot order a one-time disability accommodation note for payment from a website. The accommodation documentation must be from your treating physician. B-CU may request follow-up documentation if necessary as a part of the interactive process.*

8. In order for a student to be eligible for an Assistance Animal, it is necessary for them to be officially recognized as having a qualifying disability by a licensed medical professional, such as a therapist, psychologist, or psychiatrist. Additionally, the student must have an established and ongoing relationship with the medical professional, and a treatment plan must be in place prior to submitting a request for an Assistance Animal. This requirement ensures that the student's request for an Assistance Animal is supported by the treatment plan and aligns with its intended objectives.
9. Bethune-Cookman University recognizes that individuals with disabilities may utilize multiple Assistance Animals for distinct purposes. In accordance with this Policy, it may be reasonable to deny a second Assistance Animal due to space limitations and potential disruptions to other students.
10. An Assistance Animal must meet specific age requirements before it will be approved on campus. The animal must be old enough to receive a rabies vaccination and recover from the vaccination before it may be allowed in the living environment on campus. A dog must be 10 months of age or older and a cat must be 1 year of age before it will be approved for the living environment on campus.
11. Upon approval of an Assistance Animal, Residence Life personnel will make a reasonable effort to notify tenants in the residence building where the Approved Animal will be located. The student's roommate(s) and 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 a shared assigned living space and sign an agreement form.
12. All roommates and suitemates of the owner must sign an agreement allowing the Approved Animal to be in the residence with them. In the event that one or more roommates/suitemates do not approve, either the owner and animal or the non-approving roommates/suitemates, as determined by Housing & Residence Life, may be moved to a different location.

#### **Section IV. Owner's Responsibilities in University Housing**

A student who wishes to bring an approved Assistance Animal, into the residential environment on campus has the following responsibilities and must certify in writing that the individual understands the following conditions:

1. The Owner understands that the Approved Animal is their personal property and the University is not liable for any theft, loss, or injury to, or death of the animal.
2. The Owner is responsible for the safety, health, behavior, and actions of the Approved Animal at all times.
3. The Approved Animal **MUST** be contained within the privately assigned residential room except when transported outside the private residential area in an animal carrier or controlled by leash or harness. When outside the residence, the Owner of an Assistance Animal shall carry proof that the animal is an Approved Animal.

#### **Section IV. Owner's Responsibilities in University Housing (continued)**

4. The Owner is required to maintain control of the Assistance Animal at all times. The Approved Animal must not engage in behaviors or noises that are disruptive to others including but not limited to: excessive barking, meowing, whining, growling, sniffing of people, or intrusion into the personal belongings of others.
5. Approved Animals must be in a cage when the Owner is not in the room. The Approved Animal must be crate trained, meaning without crying, whining, or whimpering. The size of the Approved Animal and its crate must be reasonable for the space allowed. The crate must be large enough so the Approved Animal can comfortably move around freely.
6. 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 students who reside there.
7. The Owner is financially responsible for the actions of the Approved Animal including bodily injury or property damage. The Owner's responsibility covers but is not limited to the replacement of furniture, carpet, window, wall covering, and the like. The Owner is expected to cover these costs at the time of repair or move-out.
8. The Assistance Animal may not be left overnight in University Housing to be cared for by another student. Assistance Animals must be taken with the student if they leave campus for a prolonged period.
9. Leash: An Emotional Support Animal must be on a leash in public or shared spaces, unless the animal is also considered a Service Animal, and the leash would inhibit the Service Animal's ability to be of service.

10. The Owner shall provide contact information for an alternative caregiver/emergency contact who will take responsibility for the Assistance Animal and remove it from campus should the Owner be unable to care for it (e.g. hospitalization, accident, etc.). This individual must be able to take the Assistance Animal if the Assistance Animal must be removed from campus.
  - a. *The caregiver/emergency contact must reside off-campus and must be available to remove the Assistance Animal within 4 hours.*
  - b. *If the caregiver/emergency contact is not able to remove the Assistance Animal within the designated time period, an alternative shelter plan will be enforced.*
  - c. *The Owner will be responsible for all financial costs associated with an alternate shelter.*

#### **Section IV. Owner's Responsibilities in University Housing (continued)**

11. The Owner shall have a plan in place for animal care in the event of an emergency and complete the Emergency Contact Form. The Owner shall be responsible for arranging alternative shelter if the Approved Animal has to be removed from campus due to disruptive or unsafe behavior or due to unsafe environmental conditions if the Owner becomes unable to care for the Approved Animal.
12. Student athletes or any student who participates in a program requiring overnight and extended travel must complete and submit a Daily Planning Form including all classes, meals, practices, and activities to show time you will have time available in the residence to care for and benefit from an Assistance Animal. Available weekend time must be addressed as well. Off-campus care for the Assistance Animal must be secured when a student is away from campus overnight or when away from campus for extended hours.
13. Assistance Animals are not authorized to travel with athletic teams or with groups attending other school-sponsored activities. Owners must make arrangements in advance for an off-campus caregiver.
14. Residence Life has the ability to relocate the Owner and Approved Animal as necessary according to current contractual agreements.
15. University staff may remove from campus any unapproved animal, prohibited, or any animal found unattended and have it impounded by Volusia County Animal Control.
16. Should the Approved Animal be removed from the premises for any reason, the Owner is expected to fulfill the remainder of his or her housing obligations. The Approved Animal will be removed at the Owner's expense, and the Owner is solely

responsible for retrieval. In addition, the Owner's Service Animal or ESA privileges will be revoked pending a review by the University Administration.

17. The Owner must notify SRS in writing if the Approved Animal is no longer needed as an Assistance Animal or is no longer in the residence. To replace an Approved Animal the owner must file a new request for housing accommodations
18. For the safety of staff and other students, by signing this document you grant permission for Residential Life to share the location of the Approved Animal on a need-to-know basis (e.g., housing staff, Campus Safety, Facilities Operations). At the student's request, SRS can provide them with an optional sign which can be placed near the student's door indicating the presence of a live animal. This can greatly increase animal safety in the event of a building emergency.
19. Any violation of this policy and guidelines may result in the immediate removal of the Assistance Animal from the University and the matter will be reviewed by Residence Life.

#### **Section V. Guidelines for Maintaining an Approved Animal at B-CU**

The following guidelines apply to all Approved Animals and their Owners unless the nature of the documented disability of the Owner precludes adherence to these guidelines, and permission for a variance from the guidelines has been granted.

#### **Care and Supervision:**

Care and supervision of the Assistance Animal are the responsibility of the Owner who benefits from the Approved Animal's use.

1. Neither B-CU faculty, staff, or agents, nor students, are required or responsible to provide food, care, or any additional space for an Approved Animal. This includes but is not limited to, removing the Approved Animal during an emergency evacuation, including a fire alarm.
2. The Owner must maintain their residence with the Approved Animal in a clean and sanitary condition and control odors. The University reserves the right to inspect the Owner's residence to ensure that sanitary and safe conditions are being maintained. The Owner will be financially responsible for any expenses required for cleaning beyond routine maintenance. The University shall have the right to bill the Owner's account for unmet obligations under this provision.
3. The Owner is required to have the Assistance Animal regularly bathed and groomed to avoid significant odors, shedding, and fleas. Approved Animals are never to be bathed or groomed in University housing.

4. The Owner is responsible for managing all cleaning tasks associated with keeping and caring for their Assistance Animal including hair/fur, waste management, litter, and bedding. University housekeeping equipment, facilities, and/or supplies may not be utilized for any animal cleaning task.
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 University-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management.
6. The Owner is also responsible for ensuring the cleanup of the Approved Animal's waste and, when appropriate, must toilet the animal in areas designated by the University consistent with the reasonable capacity of the Owner. Indoor animal waste, such as cat litter, must be cleaned daily and placed in a sturdy plastic bag and securely tied up before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces.

#### **Section V. Guidelines for Maintaining an Approved Animal at B-CU (continued)**

7. The Owner is responsible for ensuring that Approved Animal defecation occurs outside the University perimeter (gates).
8. The University uses pesticides, fertilizers, pest control devices, cleaning supplies, and substances and materials for the maintenance and operation of the campus and University housing. Some of these materials and substances may not be safe for animals. The University is not responsible for any harm to the animal caused by the University's use of such substances and materials.

#### **Section VI. Animal Health and Well-being**

Approved Animals must be vaccinated in accordance with state and local law. Owners must provide registration and vaccination records, including a picture of the Approved Animal and the Veterinarian's verification that the animal has all veterinary-recommended vaccinations to maintain the Approved Animal's health. Also, include a copy of Florida's required animal license. Students must re-submit each year that they are residing in campus housing and re-requesting the accommodation.

1. Health: Animals to be housed in University 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. The

University has the authority to direct that the Approved Animal receives veterinary attention.

2. Licensing: The University requires proof showing that the animal has been licensed (e.g., Florida law requires that every dog be licensed and provides that Service (Dogs) Animals are exempt from the license fee).
3. Other Conditions: SRS may place other reasonable conditions or restrictions on the animals depending on the nature and characteristics of the animal.

### **Section VII. Removal of Approved Animal**

The University may immediately exclude/remove an Approved Animal when 1) the animal poses a direct threat to the health or safety of others, 2) the animal's presence results in a fundamental alteration of the University's program, or 3) the Owner does not comply with Owner's Responsibilities in University Housing, or 4) the animal or its presence creates an unmanageable disturbance or interference with the Bethune-Cookman community or 5) the University determines that an Assistance Animal accommodation is no longer reasonable under the circumstances.

### **Section VIII. Conflicting Health Conditions**

Students with a medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the Office of Student Resource Services (SRS) if they have a health or safety-related concern about exposure to an Assistance Animal. The University is prepared to also reasonably accommodate individuals with such medical conditions that require accommodation when living in proximity to Assistance Animals.

SRS will resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodations of all persons involved. SRS may use Advent Health as a resource for information on health issues.

### **Section IX. Requirements for Faculty, Staff, Students, & Other Members of the University Community**

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

They are not to touch or pet an Assistance Animal unless invited to do so or 2) they are not to feed an Assistance Animal or 3) they are not to startle an Assistance Animal, deliberately or 4) they are not to separate or to attempt to separate an Owner from

his/her Assistance Animal or 5) they are not to inquire for details about the Owner's disabilities or person's disability as it is a private matter.

### **Section X. Appeals and Grievances**

Students who believe they have a legitimate grievance against the University or University employee in a matter relating to the use of an Assistance Animal may seek resolution of that grievance through the appropriate University procedure to ensure a student's rights and privileges are protected. Every effort will be made to resolve a situation or concern.

Students must contact Dr. Sandra Tucker, Dean, College of Nursing and Health Sciences, Executive Director, Student Health Services at [studenthealth@cookman.edu](mailto:studenthealth@cookman.edu) for any appeals or grievances. Appeals must be made within 48 hours of notification.



## Assistance Animal Policy and Guidelines Agreement Form

The Service Animal and Emotional Support Animal Policy and Guidelines were thoroughly reviewed with me. I have affixed my initials on each page indicating that I have no questions or concerns.

**I have read and agree to the Terms and Conditions of this policy.**

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**Print Name**

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**Signature**

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**Residence Hall/Room Number**

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**Date**

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**SRS Staff Signature**

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**Date**