

Services for Students with Disabilities

Interpreting Services

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Assistance Animal Policy

A student with a disability may be entitled to keep an “Assistance Animal” in Columbia College Chicago (the “College”) housing as a reasonable accommodation under the Fair Housing Act (“FHA”) if certain conditions are met. Under the FHA, the animal must be necessary for the resident with a disability to have an equal opportunity to use and enjoy campus housing. Sufficient documentation meeting the requirements of the FHA must be provided.

This Assistance Animal Policy (the “Policy”), as amended from time to time, establishes the rights and responsibilities of (a) Owners of Assistance Animals in College housing, and (b) other College community members (e.g. resident advisors and roommates) who may interact with an Assistance Animal.

1. Definitions.

- a. Assistance Animal¹. An Assistance Animal is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability and/or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. Assistance Animals do not include those animals that qualify as a Service Animal under the Americans with Disabilities Act Amendments Act². While Assistance Animals are sometimes dogs, other animals can be Assistance Animals. Assistance Animals are not permitted in areas of the College outside of College housing.
- b. Owner. The Owner is the individual who has requested an accommodation to bring an Assistance Animal into College housing pursuant to this Policy and has received approval from the College.

¹ Assistance Animals may also be identified as “emotional support animals,” “comfort animals,” and “companion animals.”

² The Department of Justice’s revised ADA regulations define “service animal” as “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.” The revised regulations specify that “the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.” U.S. Department of Housing And Urban Development FEHO Notice: FHEO-2013-01 (April 25, 2013).

2. Registration. Students who wish to bring an Assistance Animal into College housing should contact the Services for Students with Disabilities Office (“SSD”) as early as possible before the start of a semester and provide signed and completed copies of the following attached forms:

- a. An Assistance Animal in Housing Verification form, signed and completed by a licensed health care or mental health professional or certified diagnostician.
- b. The Assistance Animal Housing Request and Registration form, signed and completed by Owner, along with required animal documentation requested therein; and
- c. The Assistance Animal Policy Acknowledgement and Release of Information Consent form, signed by Owner.

If the request for accommodation and submission of all required documentation is made on or after May 1 for the Fall Semester, and on or after November 1 for the Spring Semester, the College cannot guarantee that it will be able to meet the individual’s accommodation needs during the first semester of occupancy. Absent exceptional circumstances, the College will endeavor to provide a response to a reasonable accommodation request within fourteen (14) business days of receiving all requested information. No Assistance Animal may be kept in College housing at any time prior to the student’s receipt of approval of the Assistance Animal as a reasonable accommodation by the College pursuant to this Policy.

3. Consultation for Approval. SSD will consult with Residence Life in making a determination on a case-by-case basis of whether the presence of the Assistance Animal is reasonable. A request may be denied as unreasonable if the College determines that the presence of the animal: (i) imposes an undue financial or administrative burden; (ii) fundamentally alters College housing policies; and/or (iii) poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including College property.

The College may consider one or more of 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:

- a. The size of the animal is too large for available assigned housing space;
- b. The animal’s presence would force another individual from individual housing (e.g. serious allergies);

- c. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
- d. The animal is not housebroken or is unable to live with others in a reasonable manner;
- e. The animal's vaccinations are not up-to-date;
- f. 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; and
- g. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

4. Responsibilities. If the Assistance Animal accommodation request is approved, the Owner is solely responsible for the custody and care of the Assistance Animal and must meet the following requirements:

- a. The animal must be properly housed and restrained or otherwise under the control of Owner at all times. The animal must be contained within the Owner's privately assigned living accommodations (e.g. room, suite, and apartment), except when the Owner is taking the animal out for natural relief. When the animal is outside the Owner's room accommodations, it must be in an animal carrier or controlled by a leash or harness. 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 College housing.
- b. Ensure the animal is well cared for at all times, including caring for the animal's needs (e.g. food, water, cleaning, the ability to relieve itself, etc.) and acting accordingly.
- c. Feces must be cleaned immediately and disposed of properly.
- d. The animal must not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there (e.g. unruly or disruptive behavior such as excessive noise/growling, biting, undesired contact with other residents, and threatening conduct, etc.).
- e. The Owner is responsible for any damage to property caused by the animal. The Owner's accommodations may be inspected for fleas, ticks or other pests if necessary as part of the College'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 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.
- f. The animal may not be left overnight in College housing to be cared for by any individual other than the Owner. If the Owner is to be absent overnight or longer, the Owner shall remove the animal from College housing for the duration of his/her absence. The Owner is responsible for ensuring the animal is contained when the Owner is not present during the day while attending classes or other activities.

When making a maintenance request, the Owner shall include in the request that there is an Assistance Animal in the Owner's room.

- g. The animal must be vaccinated and licensed as required by Illinois state laws, regulations and/or local ordinance, and the Owner shall provide SSD with documentation of compliance. The Owner must abide by all other city, county, and state ordinances, laws, and regulations applicable to the animal.
- h. College personnel are not responsible for the animal's health and safety, including removing the animal during an emergency.
- i. An Assistance Animal is permitted in College housing only as long as necessary due to the Owner's disability. The Owner must notify SSD in writing if the animal is no longer needed.
- j. To replace an Assistance Animal, the Owner must follow the procedures in this Policy to request an accommodation for the new animal.
- k. The Owner must cooperate fully with College personnel concerning meeting the terms of this Policy and developing procedures for care of the animal.

5. Removal. The Owner may be required to remove the Assistance Animal from College housing if:

- a. The animal poses a direct threat to the health and/or safety of others;
- b. The animal's presence results in a fundamental alteration of a College program;
- c. The animal creates an unmanageable disturbance or interference with the College community; and/or
- d. The Owner violates this Policy.

The College will base any determination to remove an Assistance Animal upon the consideration of the behavior of the Assistance Animal at issue, and not on speculation or fear about the harm or damages an animal may potentially cause. Removal of an Assistance Animal is not grounds for terminating a housing contract.

Except where the Assistance Animal's presence presents a clear and ongoing threat to the College community, the Owner shall be provided three (3) days to remove the Assistance Animal from College property. Upon the expiration of this period, the College, in its sole discretion, may remove the Assistance Animal.

6. Other Individuals. If a student or staff member is allergic to the Assistance Animal, the person with the allergy may be asked to prove or verify the individual's allergy.

7. Appeals. Any person dissatisfied by a decision concerning an Assistance Animal may appeal the decision by using the Grievance Procedure for Students with Disabilities, which can be found at <http://students.colum.edu/ssd/504-coordinator-and-grievance-procedure.php>.

8. Non-retaliation. The College prohibits any retaliation of any kind against any person who has requested or received a reasonable accommodation in College housing, including a request for an Assistance Animal.

9. Annual Renewal. The Owner shall submit annually, at least sixty (60) days in advance of a subsequent academic year, updated versions of all required forms in Section 2.

10. Amendments. This Policy may be amended from time to time as circumstances require. Students should contact SSD or Residence Life staff regarding any questions about this Policy.

Assistance Animal Policy Acknowledgement and Release of Information Consent Form

By my signature below I verify that I have read, understand and will abide by the requirements outlined in the Assistance Animal Policy (“Policy”), as amended from time to time, to which this form is attached, and I agree to provide the additional information required to complete my request for a reasonable accommodation under the Policy. I understand that if I fail to meet the requirements in this Policy, the College has the right to remove my Assistance Animal and I will be required to fulfill my housing, academic and all other obligations for the remainder of the housing contract.

I give permission to SSD and Residence Life staff to disclose to others potentially impacted by the presence of my Assistance Animal (e.g., Residence Life staff and potential or actual roommates or suite mates) that I will be living with an Assistance Animal. I understand that this information will be shared with the intent of preparing for the presence of my Assistance Animal or resolving potential issues associated with the presence of my Assistance Animal.

I understand that the presence of my Assistance Animal may be noticed by others visiting or residing in College housing and agree that Residence Life staff may acknowledge the presence of the animal and explain that, under certain circumstances, Assistance Animals are permitted for persons with disabilities.

Owner Signature

Date

Owner Name (Please print)