







## 2.1.3. Service Animal Procedure

## 2.1.3.01 Access for Service Animals

SHSU generally allows service animals on campus, in university buildings and facilities, and at university events when accompanied by a person with a disability who indicates that the animal is trained to provide a specific service directly related to the person's disability. A service animal may not be permitted if the animal poses a substantial and direct threat to the health or safety of others, constitutes a fundamental alteration to the nature of a university program or service, or meets one of the other exclusionary criteria detailed in Removal of Service and Emotional Support Animals, below. Note: Students planning to reside with service animals in university housing are asked to notify the Department of Residence Life before the animal comes to campus.

Students intending to use service animals in science labs, animal research facilities, food preparation sites, clinical settings, or other sensitive areas are advised to contact the lab supervisor or course instructor and the SSD Director before the semester in question to determine whether and how the animal's presence and its work or tasks can be safely accommodated. The animal's presence or the work or tasks it performs fundamentally alter campus areas or activities. In some instances, protective equipment for the animal and other precautions may be required for the service animal to be present. The animal may be prohibited if it is determined that using protective equipment or other precautions would not sufficiently mitigate a substantial and direct threat to health and safety. If a service animal is prohibited, the university will provide the individual with a disability the opportunity to participate in the program, service, or activity without having the animal present.

## 2.1.3.02 Inquiries Regarding Service Animals

Per federal law, persons with disabilities who service animals accompany must not be asked to identify the nature or extent of their disabilities or to provide documentation of the same. Regarding a service animal:

- a. Generally, university officials will n animal if it is readily apparent that the animal is trained to do work or to perform a task on behalf of a person with a disability (e.g., a dog is observed guiding an individual who is blind or has low visi stability or balance to a person with an observable mobility impairment).
- b. as a service animal.
- c. Suppose it is not readily apparent that an animal is doing work or performing a task on behalf of a person with a disability. In that case, university officials may discreetly make the following limited inquiries of the owner/handler:



- To minimize the possibility of pest and allergy problems, it is recommended that the Owner/Handler utilize a veterinarian-recommended pest control program.
- Animals must not be left overnight in residential facilities to be cared for by anyone other than the Owner/Handler.
- Animals must never be left alone outside the apartment and should not be tied to any fixed object outside the apartment.
- During mandatory building evacuation, it is the Owner/Handler responsibility to remove their animal from the building.
- Owner/Handler negligence or mistreatment of an animal will not be tolerated.
- The Owner/Handler is responsible for promptly removing feces from University grounds, disposing of it in a plastic bag, and then placing that bag in an outside garbage dumpster. Animal feces must never be placed in the building's garbage cans or the small trash cans on the University property. The Owner/Handler agrees to carry appropriate disposal tools (i.e., plastic bags) when taking the animal outside onto the University property.
- The Owner/Handler's living accommodations may be inspected for fleas, ticks, or other pests, as part of SHSU standard or routine inspections. Should fleas, ticks, or other pests be found while the student is occupying the space, a pest control treatment will be requested, and a cost of 75 will be added to student account. A checklist for treatment preparation will be provided before treatment. Failure to comply with the treatment checklist and being unprepared for the scheduled treatment will result in a 50 rescheduling charge. Should the pest issue warrant subsequent treatments, each treatment will be a 75 charge to the Owner/Handler. Once all residents vacate the unit, a pest control treatment will be conducted at no cost to the Owner/Handler.
- Pet gates across bedroom doors, front doors, and hallways that could impede fire egress are prohibited, maintaining a dear path for fire egress and safety as required by state and local fire codes.
- Orating, caging, and stationing animals when unattended is required to protect the safety of the animal and University staff when maintenance for the room is scheduled. Owner/Handlers are responsible for ensuring that the animal is contained, as appropriate, when the Owner/Handler is not present (i.e., Owner/Handler is in class). The Owner/Handler is responsible for notifying University Maintenance that an animal is present when submitting a maintenance ticket.



- Animals must never be allowed to run freely on the University campus. They must always be leashed (or transported in a carrying kennel) when in transit outside of their designated room assignment. Pet leashes of 6 feet or less are required for all animals outside. Owner/Handlers must utilize the shortest direct path when taking an animal outside of the building. Public spaces such as building lobbies, laundry rooms, and outdoor recreation areas are off-limits for animals.
- The Owner/Handler is responsible for any damages and subsequent needed repairs or replacements due to the animal, aside from normal wear and tear. The Owner/Handler agrees to report damages as they occur and pay for those damages as they accumulate. The Residence Life Maintenance team will assess damage charges to include, but are not limited to, damage repair, deaning of surfaces and carpet, and flooring replacement.
- The animal must be maintained to avoid disturbing other residents, including roommates, due to noise, odor, etc. The Owner/Handler must respond to complaints from other residents. If a formal grievance is filed with the Department of Residence Life, a review will be held, and the decision to allow the animal in the residential facility may be revoked or altered.
- If an animal causes harm to an individual, the Department of Residence Life may immediately require an animal removed from campus, pending a review to determine a formal solution. It is the responsibility of the Owner/Handler to make immediate alternative arrangements for the animal (such as temporarily in a kennel) at the Owner/Handler's cost. All liability for the actions of any animal (bites, scratches, etc.) remains the responsibility of the Owner/Handler. Violations concerning any of the policies may result in the Owner/Handler being in breach of their housing contract and can result in loss of housing privileges.

As a courtesy, Owners/Handlers of Service Animals are encouraged (but not required) to register the animal with Residence Life.

To voluntarily register a Service Animal, the Owner/Handler will



•





pets must comply with applicable laws and ordinances regarding animals and their treatment and care.





All registered pets are valid for one academic year (fall, spring, and subsequent summer sessions). If a Pet Owner is approved in the spring or summer of the current academic year, they must re-register their pet for future academic years.

Approved pets will be given a two-week acclimation period at move-in. Residence Life reserves the right to revoke pet approval and requires the pet to be removed from campus if the pet does not acclimate within two weeks or in extreme circumstances.

Pet Owners who decide to remove approved animals must cancel their Animal Request in the Housing Portal within MySam Students allowing the Residence Life Staff to know that the pet no longer resides on campus. SHSU will retain the non-refundable 300 fee and not returned to the Pet Owner.

Pet Owners who were previously approved to bring an animal to campus subsequently decide to remove them and instead bring a new animal must re-start another Animal Request for the new animal. If approved to bring their new animal, the Pet Owner agrees to pay the non-refundable 300 Pet Registration Fee.

 All approved Pet Owners may only have the approved pet. No other types of animals are permitted. The animal must wear the appropriate collar tags (if applicable: tag with the Pet Owner



- Pet gates across bedroom doors, front doors, and hallways that could impede fire egress are prohibited, maintaining a dear path for fire egress and safety as required by state and local fire codes.
- Orating, caging, and stationing animals when unattended is required to protect the safety of the animal and University staff when maintenance for the room is scheduled.
   Pet Owners are responsible for ensuring that the animal is contained, as appropriate, when the Pet Owner is not present (i.e., Pet Owner is in class). The Pet Owner must notify University Maintenance that an animal is present when submitting a maintenance ticket.
- Animals must never be allowed to run freely on the University campus. They must always be leashed (or transported in a carrying kennel) when in transit outside of their designated room assignment. Pet Owners must utilize the shortest direct path when taking an animal outside of the building. Pet leashes of 6 feet or less are required for all animals outside. Public spaces such as building lobbies, laundry rooms, and outdoor recreation areas are off-limits for animals.
- The Pet Owner is responsible for any damages and subsequent needed repairs or replacements due to the animal, aside from normal wear and tear. The Pet Owner agrees to report damages as they occur and pay for those damages as they accumulate. The Residence Life Maintenance team will assess damage charges to include, but are not limited to, damage repair, surfaces and carpet deaning, and flooring replacement.
- The Pet Owner must respond to complaints from other residents. The animal must be
  maintained to avoid disturbing other residents, including roommates, due to noise,
  odor, etc. If a formal grievance is filed with the Department of Residence Life, a review
  will be held, and the decision to allow the animal in the residential facility may be
  revoked or altered.
- If an animal causes harm to an individual, the Department of Residence Life may immediately require an animal removed from campus, pending a review to determine a formal solution. The Pet Owner is responsible for making immediate alternative arrangements for the animal (such as temporarily in a kennel) at the Pet Owner's cost. All liability for the actions of any animal (bites, scratches, etc.) remains the responsibility of the Pet Owner. Violations concerning any of the policies may result in the Pet Owner being in breach of their housing contract and can result in loss of housing privileges.