

Service Animal Policy

Aurora University is committed to providing equal access to University programs and services to all students with disabilities. In keeping with this obligation, students are entitled to reasonable accommodations consistent with the Americans with Disabilities Act (ADA) as amended (ADAAA), Section 504 of the Rehabilitation Act, and other applicable federal and state regulations that require equal access and prohibit discrimination based on disability. The University fully complies with federal, state, and local laws regarding use of Service Animals (“SAs”) and intends to provide the broadest possible access to SAs throughout its campus.

The University is simultaneously mindful of the health and safety interests of its general community; therefore, these guidelines and the University’s separate guidelines applicable to use of SAs are aimed at balancing the various interests consistent with University policy and applicable law.

Definitions

Disability. A “disability” is a documented physical or mental impairment that substantially limits one or more major life activities, or a record of such an impairment. The Americans with Disabilities Act also protects from discrimination someone who is “regarded as” having an impairment.

Service Animal. A “Service Animal” (SA) is individually trained to do work or perform tasks for people with disabilities. The ADA, as amended in 2008, defines an SA as “any dog that is individually trained to do work or perform tasks for an individual with a disability including a physical, sensory, psychiatric, intellectual, or other mental disability.” Miniature horses also fall within the ADA’s amended definition of “service animal.” An animal qualifies as an SA if (a) its assistance is required because of the user’s disability; and (b) it has been trained to perform specific work or tasks to provide assistance, even if it has not been certified as an SA by a state or local government. Owners are not required to show documentation that the animal has been trained.

A non-inclusive list of tasks or work performed by Service Animals includes:

- Alerting an individual with diabetes that his/her blood sugar reaches high or low levels
- Calming an individual with Post Traumatic Stress Disorder (PTSD) or anxiety
- Detecting the onset of a seizure and then helping the individual to remain safe during the seizure
- Assisting an individual with low vision with navigation
- Retrieving items or turning on/off light switches
- Providing assistance with stability or balance
- Alerting an individual with hearing loss to the presence of people

Emotional Support Animal. An “Emotional Support Animal” (ESA) is a category of animal that may work, provide assistance, or perform tasks to alleviate one or more identified symptoms or effects of an individual’s existing disability. ESAs are not considered SAs under the ADAAA or AU’s Service Animal Policy, and no specific certification or formal training of ESAs is required. Dogs and miniature horses may be used as ESAs, but any animal may constitute an ESA if its use constitutes a reasonable accommodation in a specific instance.

Pet. A “pet” is an animal kept for pleasure and companionship. A pet is not considered an SA or ESA and therefore is not covered by this policy or the Aurora University ESA Policy. Other than fish, pets are not allowed in University housing (A-Book Section 4.29).

Owner. An “owner” is a student who has an SA or who has requested an ESA as an accommodation.

Owner Responsibilities. The University is not responsible for the care or supervision of an SA. The student utilizing the SA is responsible for:

- The health, well-being, and cleanliness of the animal
- Vaccinations, registration and license as required by local law (See Appendix A)
- The cost of any damages incurred as a result of the animal beyond ordinary wear and tear.
- The immediate clean-up after, and proper disposal of, the animal's waste
- Maintaining full control of the animal at all times
- Harnessing, leashing, or tethering the animal, unless an individual's disability precludes the use of a restraint or the restraint interferes with the animal's safe, effective performance of work or tasks

Owner Rights. Aurora University cannot ask about the nature or extent of a person's disability to determine whether a person's animal qualifies as a SA. However, when it is not readily apparent that a dog is an SA, Aurora University staff may make two inquiries to determine whether the dog qualifies as a SA: (1) Is the SA required because of a disability? and (2) What work or task has the SA been trained to perform? Owners are responsible for answering these questions.

University Responsibilities. Aurora University allows a person with a disability to be accompanied by a SA in all places where students and members of the public are permitted to go, except where animals are specifically prohibited due to a health or safety hazard (for instance, research labs in which hazardous chemicals are handled or mechanical/custodial areas). Where a person using an SA must access one of those restricted areas for a course or work requirement, alternate accommodations will be considered if necessary to provide equal access to the activity or program.

University Rights. Subject to limited restrictions, the University will permit a student's use of an SA on campus unless the animal poses a direct threat to the health or safety of others, the owner cannot effectively control it, or the animal is not housebroken. The University reserves the right to exclude an SA from the University campus when:

- The SA shows aggression towards its owner or other members of the campus community, or its conduct endangers the owner or other students/campus members
- The SA is out of control or disruptive and the owner does not take effective action to control it (an example being where the owner allows the SA to wander, roam, or approach other situations in situations where the SA is not performing an expected task)
- The SA would fundamentally alter the nature of a job, service, or activity
- The SA is not housebroken or trained appropriately
- The SA is physically ill or unreasonably dirty

Should the University be forced to exclude an SA from campus, the owner is encouraged to contact the DRO to explore alternative accommodations. The student can also appeal this decision to the Dean of Academic Administration.

Service Animals & Residence Life

Students with a SA who plan to live in university housing must file the following forms and complete the following process in order to obtain an appropriate housing placement. The request must include:

- Request for Accommodations
- SA Vaccination Verification form
- SA Housing Accommodation Request and Agreement Form
- Roommate Agreement (if applicable)

Aurora University will consider requests to use service animals in housing at any time. However, in order to provide the University with the greatest opportunity to accommodate a housing-related request before the student moves into housing, SA requests should ideally be received by the deadlines specified below:

- For returning resident students, this request should be submitted to the DRO by March 1 for the upcoming academic year.
- For incoming resident students, this request should be submitted to the DRO by June 15 for the upcoming academic year.
- For current resident students for whom the need for an SA arises during the course of a semester, this request should be made as soon as possible.

In the rare circumstances in which the ORL determines that a request to use an SA in the residence halls is unable to be accommodated, the ORL will notify the student of this decision and encourage the student to work with the DRO and ORL to determine if there are alternative accommodations that might effectively meet the individuals' disability-related needs. A student may appeal the decision and file a grievance with the Dean of Academic Administration.

Due to the nature of on-campus living, additional responsibilities are expected of students who use an SA while living in the residence halls:

- **Approval.** Prior to bringing the SA to live in the residence hall, the owner must be placed in an appropriate housing assignment by the Office of Residence Life (ORL).
- **Care.** The owner is required to ensure the animal is well cared for and in good health at all times. Any evidence of mistreatment or abuse may result in immediate removal of the SA and/or discipline for the owner. If the University has reason to believe that an animal is being abused or animal welfare laws are being violated, the University reserves the right to notify appropriate animal control or law enforcement authorities.
- **Vaccinations and Licensing.** The owner must abide by Aurora, Kane County, and State of Illinois ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals (See Appendix A). It is the owner's responsibility to know and understand these ordinances, laws, and regulations. Animals must maintain current vaccinations and must be spayed or neutered. A current copy of the vaccination certificate must be submitted with the SA Request Form to DRO, along with the owner's proof that the animal has been spayed or neutered and any applicable license and registration for the SA has been obtained.
- **Identification.** Collars and tags must be worn by SAs at all times so that an SA may be returned to its owner in the event the owner and SA become separated. A tag identifying the owner and contact information in case of emergency must be visible at all times. The University is not accountable in the event an SA goes missing. University staff is not responsible for removing an SA during emergency evacuation or to aid in search or retrieval if the SA escapes or becomes lost.
- **Supervision.** SAs may not be left overnight in University housing to be cared for by any individual

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other than the owner. If the owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the owner. The owner is responsible for ensuring the SA is contained appropriately (e.g. crate, carrier, kennel) when the owner is not present. This will allow AU officials to routinely access the residential facilities for maintenance and other tasks without the entry posing risk to the safety of either the animal or the employees.

- **Alternative Caregiver.** The owner will provide emergency contact information for another individual should the Owner be unable to care for the SA at any time. Neither current University students nor University personnel (unless the University personnel are the parents/guardians of the student) may act as Alternate Caregivers.
- **Cleanliness.** The residence hall room must be kept at a reasonable standard of cleanliness, as set forth in the housing contract. SAs must be housebroken and relieve themselves outdoors. Owners must immediately retrieve outdoor animal waste, securely tie in a plastic bag, and dispose it in outside trashcans. An SA must be clean and well groomed, and measures should be taken at all times for flea, tick and other infestations and odor control. 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 and the owner may be billed for any such services.
- **Damages.** The owner bears sole legal and financial responsibility for the actions of the SA. This includes responsibility for any odors, noise, excess damage, or other SA conduct that harms others or damages the premises or personal property. Although no routine fees are required for maintaining an SA in University housing, the owner is required to pay cleaning fees or fees for repairs should the SA inflict damage upon others' property or University property beyond reasonable wear and tear. Such issues will be addressed on a case-by-case basis.
- **Residence Life.** The owner agrees to abide by all residence life policies. The owner is responsible for assuring that the SA does not interfere with the operation of the residence, cause undue difficulties for other residents, or fundamentally alter the living environment. Where an owner fails to abide by residence life policies regarding proper use of SAs, the University will attempt to resolve the matter without removing the SA or the owner; but, in aggravated circumstances, failure to comply with this Policy may constitute grounds for removal of the owner from housing and/or for discipline. Such situations, including questions of the assessment or waiver of fees or penalties, will be addressed on a case-by-case basis.
- **Roommate Agreement.** All roommates or suitemates of the owner must sign the agreement form that they agree to live with the approved SA in the residence hall room. If one or more roommate(s) or suitemate(s) does not approve of the SA, then the ORL will decide on a case-by-case basis which resident(s) will relocate.
- **Conflicting Health Conditions and Aversions.** Students with medical or mental condition(s) affected by animals (e.g. allergies, asthma, respiratory conditions, zoophobia, etc.) or with other concerns about sharing a room with an SA should contact the ORL. This may, but need not, require providing medical or other documentation of a disability that affects the student's ability to share a room with the SA. The ORL and DRO will work in collaboration with students to resolve any conflicts related to an SA by considering the needs and/or concerns of all residents involved and will determine on a case-by-case basis whether an alternative housing placement of either student is appropriate.
- **Discontinuation.** The owner must notify the DRO in writing if the SA is no longer located in University housing. To request a replacement of a previously approved SA, the owner must complete the housing forms summarized above and file them to the DRO and ORL for approval of the replacement SA.

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- **Consent.** The owner must provide written consent for the DRO and ORL to disclose information regarding the request for, and the presence of, an SA to those individuals who have a need to know or who may be impacted by the presence of the SA. These include but are not limited to ORL personnel, other residents in the hall, public safety, and facilities management. DRO will not disclose underlying medical information or documentation except to University personnel on a need-to-know basis.

Guidance to the University Community

As valued members of the university community, students with SAs are afforded the same privacy and courtesy as those not requiring assistance. University community members should adhere to the following guidelines:

1. Do not question the student/owner about their SA or disability.
2. Do not ask the name of the SA.
3. Do not touch or feed an SA.
4. Do not deliberately distract or disturb an SA.
5. Do not attempt to separate an SA from its owner.
6. Notify the Disability Resource Office (DRO) with any questions, problems, or concerns you have regarding SAs on campus.

Voluntary Registration

Individuals who are not planning to live on campus have the option to voluntarily register their service animal with the DRO. The voluntary registry is offered as a public service to allow the University to alert emergency staff and emergency responders about the presence of SAs on campus during an emergency evacuation process. Interested individuals should contact the DRO at disabilityresources@aurora.edu for more information. Please note that even if a student chooses not to register an SA, the conduct and control expectations outlined in this Policy above will still apply to an SA used on campus.

Confidentiality

The DRO and ORL will maintain as confidential (i) requests for use of SAs; (ii) documentation and information exchanged regarding student disabilities and accommodation requests; and (iii) other documents, notes, or information generated during an accommodation request, interactive process, or appeal. Only University representatives with a need to know will have access to underlying medical information or documentation about requests for accommodation, student disabilities, or service animals.

Non-retaliation. AU will not retaliate against any individual because that individual has used an SA on campus, requested use of an SA or used an SA within a residence hall, or otherwise requested or received a reasonable accommodation.

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Acknowledgement of Policy Review

I have read and understand the Service Animal Policy and understand that, if I fail to meet the expectations and abide by the responsibilities set forth in the Policy, Aurora University has the right to remove the SA from university grounds. Further, I agree to hold the University harmless for any escape of the animal that may occur. I also understand that failure to adhere to the provisions of this Policy may constitute grounds for removal from the residence halls and/or for discipline.

Student/SA Owner Name Printed

Student ID#

Student/SA Owner Signature

Date

Release of Information Consent Form

I give permission to the Disability Resource Office to disclose to others directly impacted by the presence of my Service Animal to all applicable departments, which could include, instructors, residence life staff, on-campus neighbors, roommates, potential roommates, facilities management, and campus public safety. I understand that this information will be shared with the intent of preparing for the presence of a Service Animal and/or resolving any potential issues associated with the presence of the Service Animal. I also understand that underlying medical information or documentation will only be disclosed to University personnel on a need-to-know basis.

I further recognize that the presence of the Service Animal may be noticed by others visiting or residing in University housing and agree that staff may acknowledge the presence of the animal and explain that under certain circumstances assistance animals are permitted for persons with disabilities.

Student/SA Owner Name Printed

Student ID#

Student/SA Owner Signature

Date

Disability Resource Office Representative

Date

Office of Residence Life Representative

Date

Parental Consent required if student/owner is under 18 years old

I, _____, the parent or legal guardian of _____, have read, understand, and agree to the Aurora University Service Animal Policy and, specifically, agree to the acknowledgment and release provisions set forth above.

Parent Signature

Date