

Student Name:		Campus:	Meeting Date:
Student ID:		Room:	File Date:
Term:		Staff Name:	

**IVCCD Assistance Animal (ESA) Residential Policy and Agreement (RPA)**

Iowa Valley Community College District (IVCCD) recognizes the importance of Service and Assistance Animals to individuals with disabilities. The following process has been established to ensure reasonable accommodations for residents who demonstrate a need for Service or Assistance Animals in IVCCD residence halls. The requirements, guidelines, and appropriate protocols for receiving residential accommodations and keeping Service or Assistance Animals in the residence halls are set forth below.

IVCCD reserves the right to amend this process. Notice of procedural changes will be given consistent with Iowa Valley Community College District’s standard means of communication.

Although IVCCD will attempt to provide reasonable accommodation for students participating in this process, we cannot anticipate every possible circumstance. If a student believes the disability has not been reasonably accommodated, please contact IVCCD Disability Services and/or Residence Life, and we will review the situation.

**Section I. Definitions**

**A. Service Animal**

Per the Americans with Disabilities, Act regulations at 28 CFR 35.104, a Service Animal is any dog or miniature horse 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. Other species of animals, whether wild or domestic, trained or untrained, are not Service Animals for this definition. The work or tasks performed by a Service Animal must be directly related to the individual's disability.

Examples of work or tasks include but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

**B. Assistance Animal/Emotional Support (ESA)**

Per FHEO Notice 2013-01, an Assistance Animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a mental health disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance Animals perform many

disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. While dogs are the most common type of Assistance Animal, other animals can also be Assistance Animals.

ESAs are not pets, but they are commonly kept in households as pets. An ESA may be a dog, cat, small bird, rabbit, hamster, gerbil, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure. Under guidelines, reptiles (other than turtles), barnyard animals, monkeys, and other non-domesticated animals are not considered common household animals. Exceptions to these guidelines regarding animals serving as ESAs will be considered on a case-by-case basis. Roommates must be notified that the handler's ESA is not a pet.

### **C. Pet/Crate/Age/Housebroken**

A pet is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or Assistance Animal. Residents are not permitted to have any pets in college housing. Generally, only one animal will be approved, and an ESA must be crated when the student is not in the room. The size of the crate/cage should be an appropriate size for the space available in the housing unit. The animal must be at least 9 months of age or older and must be housebroken.

### **D. Approved Animal**

An Approved Animal is an animal that has been determined by IVCCD Disability Services to be a reasonable accommodation under IVCCD policy. Approved Animals are not allowed in the residence halls until the Handler has completed the residential accommodation procedure and the use of the animal has been determined to be a reasonable accommodation by IVCCD Disability Services.

### **E. Handler**

The Handler is the student or other covered person who is responsible for the Service or Assistance Animal, has requested the accommodation, and has received approval to use the animal as reasonable accommodation from IVCCD Disability Services. Only the Handler is to care for the approved animal.

## **Section II. Residential Registration Procedure**

**Assistance Animals may not be brought into IVCCD housing until the registration procedure has been completed and all necessary documentation provided.**

The procedures for requesting residential accommodation in IVCCD housing are outlined in this section:

1. IVCCD residents requesting reasonable accommodation must first meet with IVCCD Disability Services and complete the appropriate accommodation process for their Assistance Animal. Due to the complexity of residential accommodations, IVCCD maintains a priority deadline of 30 days before the start of the term. If after the start of the term, IVCCD maintains a 30-day review of the documentation.
2. If a resident's Assistance Animal has been approved as residential accommodation by IVCCD residence life, IVCCD Disability Services will notify the handler to schedule a meeting and discuss the Residential Policy and Agreement (RPA) during the meeting. IVCCD Disability Services will guide the Handler through the Residential

- Policy and Agreement. At this time, IVCCD Disability Services will provide reasonable notice of the approved animal's arrival. NO animal will be approved before housing approves the animal, and all roommates agree.
3. If the approved animal's presence in the residence hall will adversely affect another resident, e.g., due to allergies, it is that resident's responsibility to contact IVCCD Residence Life. If that resident's condition (e.g., the allergy) is serious enough to require accommodation per IVCCD Disability Services, Residence Life will endeavor to accommodate everyone with minimal disruption. Resolutions will be reached on an individual basis.
  4. When completing the Disability Housing Request form the Handler must submit the following documentation:
    - a. Proof that the animal is vaccinated and licensed as required by law. All animals must wear tags or similar identification stating the Handler's name, telephone number, and address.
    - b. Proof that the Assistance Animal has been spayed or neutered. If an Assistance Animal is too young to be spayed or neutered, the Handler is responsible for completing the process once the animal is old enough and submitting the documentation to Residence Life upon completion.
    - c. Proof that the Approved Animal is healthy and has no medical concerns that would negatively affect its ability to provide assistance.
    - d. Picture of the Approved Animal for identification purposes is helpful.
  5. The Handler must collect signatures on the RPA from each roommate confirming that they do not object to the Approved Animal sharing their living space. The signatures needed will depend on the Handler's housing assignment:
    - a. The Handler must collect the signatures of their roommate(s) and all the residents in the apartment. If a roommate objects to the Approved Animal, Residence Life will determine reasonable accommodation on an individual basis, up to and including voluntary or mandated housing reassignment of either the Handler or the roommate. In between terms, if the roommate is unavailable, Residence Life will accept written confirmation from the roommate or IVCCD email account instead of the signed form.
    - b. Incoming Students: If the Handler is a first-year student or transfer, they may not have met their roommate before beginning the residential accommodation process. In these instances, Residence Life will contact the roommate(s) to collect signatures, unless the Handler requests to collect signatures themselves. If the handler needs assistance, please contact Residence Life.
  6. Once the RPA has been completed and all documentation turned in, IVCCD Disability Services will notify Residence Life that the residential registration process is complete. If the animal is approved as a reasonable accommodation, the Approved Animal can be brought into IVCCD housing. *Assistance Animals may not be brought into IVCCD housing until the registration procedure has been completed, all necessary documentation provided, and IVCCD Disability Services has approved the animal as a reasonable accommodation.*
  7. If a facilities issue delays the registration process, Residence Life will inform the Handler via IVCCD email.

### **Section III. Handler Responsibilities**

After completing the residential registration process and moving the Approved Animal into IVCCD housing, the Handler will be held to certain responsibilities, outlined below. Failure to abide by these responsibilities may result in adverse actions, including but not limited to charges to the Handler's student account and the Approved Animal's removal from IVCCD housing.

1. **Communication:** The handler is responsible for returning email communication, phone calls, and text messages from the IVCCD Disabilities office or the Residential Life Office.

2. **Approved Areas:** Approved Assistance Animals are allowed **only** in the Handler’s private room, suite, or apartment. Other residence halls and campus buildings are restricted. Handlers must take their Approved Animal to and from the room through the nearest exit. The Approved Animal is allowed in common areas of the assigned residence halls only while being transported to and from the Handler’s living area. Any time the Approved Animal is outside the Handler’s assigned residential space, the Approved Animal must be on a leash or harness, or in a cage or kennel. Animals that cannot be leashed or harnessed must always be kept under the Handler’s control.
3. **Behavior:** The Handler is responsible for assuring that the Approved Animal does not unduly interfere with the routine activities of the residents or cause difficulties for students who reside there. Assistance Animals must be obedient and manageable.
4. **Disruption:** Approved Animals are not allowed to disrupt others, e.g., barking continuously, growling, etc., nor are they allowed to threaten or intimidate.
5. **Cost:** The Handler is financially responsible for the actions of the Approved Animal, including bodily injury or property damage. The Handler’s responsibility includes the cost of damages to their assigned space, as outlined in the housing contract and the Residence Hall Handbook. The Handler is expected to cover these costs at the time of repair and/or move-out. Residence Life will charge damages to the Handler’s student account.
6. **Change of Accommodation:** The Handler must notify IVCCD Disability Services and Residence Life if the Approved Animal is no longer needed or is no longer in residence. To replace an Approved Animal with a different one, or to return the Approved Animal after notifying IVCCD that it is no longer needed, the Handler must file a new request for accommodation and complete the residential registration process.
7. **Accommodation Renewal:** To renew the residential accommodation, the Handler must provide annual documentation to Residence Life or the Disability’s Office that the Approved Animal’s vaccinations and shots are current as required by law and that the Approved Animal is in good health. Documentation must come from a licensed veterinarian and is due at least two weeks before the start of the fall term. If accommodation begins in the spring, renewal will not be required until August of the following calendar year. All students must confirm that their animal will return or not at the end of each semester.
8. **Animal Waste:** Animal waste, including cat litter box contents or similar waste containment systems, must be disposed of properly, e.g., in a sealed bag taken outside to the residence hall dumpster. Feces may not be disposed of in common trash receptacles, in toilets, or in the IVCCD sewer system. Residents with cats must maintain and regularly clean litter boxes per the litter manufacturer’s instructions. *Animal accidents in the residence halls and animal waste on campus property must be cleaned up immediately with the appropriate cleaning products.*
9. **Cleanliness:** Regular and routine cleaning of the residence hall room, suite, litter box, kennel, and cage is required. Animal odor emanating from the room and/or in the residence hall will not be tolerated.
10. **Health Inspections:** Residence Life conducts routine Health & Safety Inspections in the residence halls during the academic year. During these Inspections, Handlers’ rooms will also be checked for fleas and ticks. The Handler may be billed for any treatment beyond regular pest management. The Handler is encouraged to pursue preventative treatment for fleas.
11. **Pest Management:** If the Handler suspects or determines that their Approved Animal has fleas or other pests, the Handler must notify Residence Life immediately.
12. **Staff Safety:** Any time the Handler is not accompanied by the Approved Animal, the Approved Animal must be contained in a cage, kennel, or other appropriate enclosure in the Handler’s assigned bedroom. In housing

assignments with common spaces, the Approved Animal may not be kept in any common space while the Handler is out.

13. **Overnight Care:** An Approved Animal may not be left in the Handler’s room overnight if the Handler is not spending the night in the room. Approved Animals also may not be left in the care of other residents. If the Handler intends to be out of their room overnight, he or she is responsible for making plans to accommodate the Approved Animal. If IVCCD determines an Approved Animal is in a room overnight without its Handler, that animal will be removed from IVCCD housing and boarded elsewhere at the Handler’s expense.
14. **Accommodations and IVCCD Policy:** Except for those policies specifically relating to the residential accommodation for the Approved Animal, the Handler will be held to all policies outlined in the Student Handbook, Code of Conduct, and Residence Hall Handbook.
15. **Escape:** The Handler will notify Residence Life or the Dean of Students immediately if the Approved Animal escapes.
16. **Liability:** The Handler is liable for all actions of the Approved Animal, e.g., bites, scratches, damage to the personal property of others, etc. IVCCD strongly encourages the Handler to purchase liability insurance for this reason but does not require it.
17. **Health & Safety of the Animal:** The Handler is responsible for the proper care of the Approved Animal. Reports of neglect or abuse will be investigated by Residence Life and/or Campus Security; this includes prolonged confinement in the animal’s kennel or failure to properly maintain a litter box.
18. **Contract Fulfillment:** Should the Approved Animal be removed for any reason by the Handler or by IVCCD, the Handler is required to fulfill their housing obligation for the remainder of the housing contract.
19. **Assistance vs. Service:** The Handler may not dress or accessorize their Assistance Animal in a way that could misidentify it as a Service Animal.
20. **Housing Changes:** Residence Life offers all residents the opportunity to switch housing assignments if space is available. If the Handler switches rooms using this process, or if new roommates plan to move in with the Handler, Residence Life will require signatures confirming that the Handler’s new roommates do not object to sharing their space with an Approved Animal.

#### **Section IV. Damages**

The Handler will be responsible for any damage caused by the Approved Animal. Although normal wear is expected, excess damage resulting from the Approved Animal, or its presence will be billed to the Handler’s student account at check-out.

#### **Section V. Removal of the Approved Animal**

IVCCD may exclude/remove an Approved Animal for any of the following reasons:

1. The Approved Animal poses a direct threat to the health or safety of others.
2. The Approved Animal’s presence has resulted or is likely to result in substantial damage to IVCCD property or the personal property of others.
3. The Approved Animal’s presence results in a fundamental alteration of an IVCCD program.
4. The Approved Animal or its presence creates an unmanageable disturbance or interference with the IVCCD community.
5. The Handler fails to pose the proper identification of their Approved Animal (i.e., identification card or tag).
6. The Handler fails to abide by *Section III. Handler’s Responsibilities*.

If Residence Life receives a report indicating one of the above behaviors or incidents has taken place, an investigation will be conducted in consultation with IVCCD Disability Services; under exigent circumstances, IVCCD has the right to mandate immediate removal of the Approved Animal from IVCCD housing pending completion of the investigation.

The exclusion/removal of an Approved Animal may be appealed to the Director of Residence life or appointed Designee.

By my signature below, I verify that I have read, understand, and will abide by the policies and procedures outlined here. I agree to complete the Approved Animal Registration Form, attempt to collect my roommate(s)' signatures as required, and provide all necessary documentation regarding my Approved Animal's health.

Student Name \_\_\_\_\_

Student Signature \_\_\_\_\_

Staff Signature \_\_\_\_\_

Date \_\_\_\_\_

cc: a copy of these documents will be kept in the student's accommodation file.

**Section VI. Approved Animal Registration Form**

**Handler Information**

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Name \_\_\_\_\_

Handler's Student ID

Street Address \_\_\_\_\_

City, State \_\_\_\_\_

Zip Code \_\_\_\_\_

(    ) \_\_\_\_\_  
Primary Phone

(    ) \_\_\_\_\_  
Secondary Phone

(    ) \_\_\_\_\_  
Work Phone                      Ext.

**Approved Animal Information**

Name \_\_\_\_\_

Animal Type \_\_\_\_\_

Physical Description: \_\_\_\_\_

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**Emergency Contact if Handler is Unavailable**

Name \_\_\_\_\_

Primary Phone \_\_\_\_\_

Street Address \_\_\_\_\_

City, State \_\_\_\_\_

Zip Code \_\_\_\_\_

Office Use Only				
Documentation Needed	Date Received	Staff	Date Filed	Staff
Proof of Vaccination				
Proof of Spay/Neuter				
Veterinary Bill of Health				
Photo of Approved Animal				

**Section VII. Roommate/Suitemate Agreement**

By my signature below, I understand that I will share the common areas of my assigned residential space with the animals approved by this agreement. Should I have any concerns regarding the care and control of the approved animal, I will discuss my concerns with the approved animal’s Handler and then with Residence Life if the approved animal’s Handler and I cannot agree.

Handler’s Name (Print) \_\_\_\_\_

Approved Animal’s Name (if known)\_\_\_\_\_

Approved Animal Type\_\_\_\_\_

<u>1</u> _____	_____	_____
Resident’s Signature	Student ID	Date

<u>2</u> _____	_____	_____
Resident’s Signature	Student ID	Date

<u>3</u> _____	_____	_____
Resident’s Signature	Student ID	Date

<u>4</u> _____	_____	_____
Resident’s Signature	Student ID	Date

Office Use Only		
Date Rec’d	Date Processed	Date Filed
Staff	Staff	Staff

UPDATED: November 2023

It is the policy of the Iowa Valley Community College District not to discriminate in its programs, activities, or employment on the basis of race, color, national origin, sex, disability, age, sexual orientation, gender identity, creed, religion, and actual or potential family, parental or marital status. If you have questions or complaints related to compliance with this policy, please contact the Vice President of Administration, serving as the District Equity Officer, 3702 S. Center Street, Marshalltown, IA 50158, 800-284-4823, Equity@iavalley.edu, or the Director of the Office for Civil Rights U.S. Department of Education, John C. Kluczynski Federal Building, 230 S. Dearborn Street, 37th Floor, Chicago, IL 60604-7204, Telephone: (312) 730-1560 Facsimile: (312) 730-1576, TDD 800-877-8339 Email: OCR.Chicago@ed.gov.