Animals, including pets, are not permitted in College buildings or the residence hall with the exception of approved Service or Assistance Animals for individuals with disabilities. Florida Keys Community College is committed to providing reasonable accommodations to qualified students with disabilities. Students with disabilities who require the use of Service or Assistance Animals as a reasonable accommodation may be permitted to bring such animals on campus provided that they comply with the College’s policies regarding such animals.

Students who seek to bring a Service or Assistance Animal to campus must first contact Disability Services. Disability Services will determine, on a case-by-case basis, and in collaboration with other offices on campus, whether to approve the student’s request for a Service or Assistance Animal. In making this determination, Disability Services will consider the needs of the student, as well as the impact of the animal on the campus community. Students seeking to have a Service or Assistance Animal in housing must submit a request for review each academic year. A request for a Service or Assistance Animal should be submitted along with the application for housing. The animal must not be in residence prior to College approval. The approval of a request is animal-specific and is not transferable to another animal.

Service and Assistance Animals Procedure

Section I. Definitions

Service Animal
A "Service Animal" is any dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. In some cases, a miniature horse may be permitted as a Service Animal. Other animals do not qualify as Service Animals. Examples of work or tasks provided by a Service Animal include, among others, guiding a person with impaired vision, alerting a person with a hearing impairment, pulling a wheelchair, and alerting and protecting a person who is having a seizure. Service Animals are working animals, not pets. The work or task a Service Animal has been trained to provide must be directly related to the functional limitations of the person’s disability. Animals whose sole function is to provide comfort or emotional support do not qualify as Service Animals.

Assistance Animal
“Assistance Animals” are animals that perform tasks and/or provide service, assistance, or emotional support which alleviates one or more identified symptoms or effects of an individual’s disability. Examples include, among others, guiding a person with impaired vision, alerting a person with a hearing impairment, pulling a wheelchair, alerting and protecting a person who is having a seizure, and/or calming a person suffering from disabling anxiety or depression. Some, but not all, Assistance Animals receive training.

Pet
A “pet” is an animal kept for ordinary use and companionship. A pet is not considered a Service or an Assistance Animal. Individuals are not permitted to keep or bring pets on college property or in housing.

Approved Animal
An “Approved Animal” is a Service or an Assistance Animal that has been permitted in College housing as a reasonable accommodation under this policy.
Owner
The “Owner” is the resident student who has been permitted to keep an Approved Animal in housing under this policy.

Section II. Service Animals

A resident student seeking to keep a Service Animal in housing must make a formal request to Disability Services. To do so, the resident student must submit a completed Housing Accommodations Request Form and Disability Documentation Provider Form along with the application for housing. If the need for the Service Animal arises after the student is already placed in housing, then the student should provide the required request form and disability documentation to Disability Services. The review process may take 30 days or more; accordingly, students should submit their requests to Disability Services at least 30 days prior to the date the student would like to bring the animal to housing.

When the need for a Service Animal is not readily apparent, the college may request additional documentation in support of the request for the purpose of determining whether an animal qualifies as a service animal, namely: (i) that the Service Animal is required due to the functional limitations of the requesting student’s disability, and (ii) what work or tasks the Service Animal has been trained to perform for the benefit of the requesting student. Any necessary documentation must be dated within the last 12 months.

After receiving completed documentation, Disability Services and Residence Life staff will arrange a meeting with the requesting student. This policy and procedure will be reviewed with the resident student at that time.

Disability Services and Residence Life staff will collaborate with other college offices, including the Dean of Student Affairs’ Office to determine if there are any student conduct issues that may negatively impact the requesting student’s ability to effectively control and provide a safe environment for the Service Animal. Once Disability Services and Residence Life staff completes the review, their decision will be provided in writing to the student.

The requesting student may appeal a denial of a request for a Service Animal within five business days to the College’s Equity Coordinator.

If the request for a Service Animal is approved, the requesting student will be asked to sign a Service Animal Agreement that includes the provisions of this policy and procedure.

If the request for a Service Animal is approved, Residence Life staff will make a reasonable effort to notify the other residents that an approved animal will be in the living area. This notice will be limited to information about the animal’s presence: there will be no disclosure of the student’s disability. Other resident students with medical condition(s) who are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact Disability Services if they have a health or safety related concern about exposure to a Service Animal. Such affected students may be eligible for a disability accommodation when living in proximity to a Service Animal.

Disability Services and Residence Life staff will collaborate, as necessary, to resolve conflicts related to a Service Animal. Staff members will consider the needs and/or accommodations of all resident students involved.

All roommates or suitemates of the Owner must sign an agreement acknowledging that the Service Animal will be in residence with them. In the event that one or more roommates or suitemates do not approve, either the Owner and the Service Animal or the non-approving roommates or suitemates, as determined by the Residence Life staff, may be moved to a different location.

The following pertains to the health and well-being of a Service Animal:

Vaccination: In accordance with local ordinances and regulations, the Service Animal must receive all required and/or recommended immunizations against diseases. Dogs must have current vaccination against rabies and
wear a rabies vaccination tag. Local licensing requirements must be followed. The College may request updated verification regarding a Service Animal’s vaccinations at any time during the animal’s residency.

Health: Service Animals must be in good health as documented annually by a licensed veterinarian. Appropriate documentation will be determined on a case-by-case basis, but may include a vaccination certificate or veterinarian’s statement regarding the animal’s health. The College has authority to direct that the Service Animal receive veterinary attention in appropriate circumstances.

Training: Service Animals must be individually trained to do work or perform tasks for the benefit of the individual with a disability.

Control: The Owner must be in full control of the Service Animal at all times. The Service Animal must generally be on a leash, harness, or other tether unless the Owner’s disability prevents its use, or the use of one would interfere with the Service Animal's ability to be of service. Dangerous animals are not permitted.

Cleanliness: It is the Owner’s responsibility to remove and properly dispose of any waste. A Service Animal must be clean and well-groomed, and measures should be taken at all times for flea and odor control. If fleas, ticks, or other pests are detected through inspection, the housing will be treated using approved fumigation methods by College-approved pest control service. The Owner will be billed for the expense of any pest treatment. The Owner will be held responsible for any room damages including the excessive cleaning or replacement of the carpet. All violations will be noted on the Room Condition Form and during the Health and Safety Inspections. The behavior, noise, odor, and waste of a Service Animal must not exceed reasonable standards and these factors must not create an unreasonable disruption for residents and Residential Life staff.

Other Conditions: The offices of Disability Services and/or Residence Life may place other reasonable conditions or restrictions on the Service Animal depending on the particular facts and circumstances, including the nature and characteristics of the Service Animal.

**Section III. Assistance Animals**

A resident student seeking to keep an Assistance Animal in housing must make a formal request to Disability Services. To do so, the resident student must submit a completed Housing Accommodation Request Form and Disability Documentation Provider Form along with the application for housing. If the need for the Assistance Animal arises after the student is already placed in housing then the student should provide the required request form and disability documentation to Disability Services. The review process may take 30 days or more; accordingly, students should submit their requests to Disability Services at least 30 days prior to the date the student would like to bring the animal to housing.

When the need for an Assistance Animal is not readily apparent, the college may request additional clarification and medical documentation from a physician, psychiatrist, social worker, or other mental health professional, including (i) verification of the student’s disability, (ii) statement on how the animal serves as an accommodation for the documented disability, (iii) statement on how the need for the assistance animal relates to the ability of the student to use and gain benefit from college housing, and (iv) statement to how the animal is integral to a comprehensive ongoing treatment plan that is managed by a licensed professional (as opposed to a prescribed recommendation). Any necessary documentation must be dated within the last 12 months.

After receiving completed documentation, Disability Services and Residence Life will arrange a meeting with the requesting student. This policy will be reviewed with the resident student at that time. Review of completed requests for Assistance Animals will take place at scheduled meetings of the Residence Life staff.

Disability Services and Residence Life staff will collaborate with other college offices, including the Dean of Student Affairs’ Office, to determine if there are any student conduct issues that may negatively impact the requesting
student’s ability to effectively control and provide a safe environment for the Assistance Animal. Once Disability Services and Residence Life staff completes the review, their decision will be provided in writing to the student.

The requesting student may appeal a denial of a request for an Assistance Animal within five business days to the College’s Equity Coordinator.

If the Assistance Animal is approved, the requesting student will be asked to sign an Assistance Animal Agreement that includes the provisions of this policy/procedure.

If the request for an Assistance Animal is approved, the Residence Life staff will make a reasonable effort to notify the other residents that an approved animal will be in the living area. This notice will be limited to information about the animal’s presence: there will be no disclosure of the student’s disability. Other resident students with medical condition(s) who are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact Disability Services if they have a health or safety related concern about exposure to an Assistance Animal. Such affected students may be eligible for a disability accommodation when living in proximity to an Assistance Animal.

Disability Services and Residence Life staff will collaborate, as necessary, to resolve conflicts related to an Assistance Animal. Staff members will consider the needs and/or accommodations of all resident students involved.

All roommates or suitemates of the Owner must sign an agreement acknowledging that the Assistance Animal will be in residence with them. In the event that one or more roommates or suitemates do not approve, either the Owner and the Assistance Animal or the non-approving roommates or suitemates, as determined by the Residence Life staff, may be moved to a different location.

The Owner must comply with the following provisions regarding behavior and care of an Assistance Animal:

1. The behavior, noise, odor, and waste of an Assistance Animal must not exceed reasonable standards and these factors must not create an unreasonable disruption for residents and Residential Life staff.
2. Dangerous, poisonous, and illegal animals are not permitted.
3. Assistance Animals are only permitted in the Owner’s living area which includes room/suite and common areas. Assistance Animals are not permitted in other College facilities, including dining areas, classrooms, and other common areas. Assistance Animals must be under the owners’ control at all times.
4. The Assistance Animal must be contained within the owners living area at all times, except as required for transportation off-campus or to eliminate waste. While outside the owner’s housing, the animal must be in an animal carrier or controlled by leash or harness. When transporting the animal outside the housing facility, the owner of an Assistance Animal shall carry an approved Accommodation Letter from Disability Services documenting that the animal is an Approved Animal.

The following pertains to the health and well-being of an Assistance Animal:

Consideration: Florida Keys Community College will consider animals recommended by a qualified person. We ask the Owner to consider if living in a residence hall setting is appropriate for the animal’s well-being. The College may ask for the animal’s veterinarian to provide a statement in this regard.

Vaccination: In accordance with local ordinances and regulations, the Assistance Animal must receive all required and/or recommended immunizations against diseases. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Cats should have the normal shots required for a healthy animal. Local licensing requirements must be followed. The college may request updated verification regarding an Assistance Animal’s vaccinations at any time during the animal’s residency.
Health: Assistance Animals must be in good health as documented annually by a licensed veterinarian. Appropriate documentation will be determined on a case-by-case basis, but may include a vaccination certificate or veterinarian’s statement regarding the animal’s health. The College has authority to direct that the Assistance Animal receive veterinary attention in appropriate circumstances.

Control: The Owner must be in full control of the Assistance Animal at all times. The Assistance Animal must generally be on a leash, harness, or other tether (or in an appropriate cage,) while in housing, unless the Owner’s disability prevents its use, or the use of one would interfere with the Assistance Animal’s ability to be of service. The college will make such determinations on a case-by-case basis and notify the Owner about leash or cage requirements.

Cleanliness: It is the Owner’s responsibility to remove and properly dispose of any waste in an area designated by the College. An Assistance Animal must be clean and well-groomed, and measures should be taken at all times for flea and odor control. If fleas, ticks, or other pests are detected through inspection, the residence hall will be treated using approved fumigation methods by College-approved pest control service. The Owner will be billed for the expense of any pest treatment. The Owner will be held responsible for any room damages including the excessive cleaning or replacement of the carpet. This will be noted on the Room Condition form and during the Health and Safety Inspections.

Other Conditions: Disability Services and/or Residence Life may place other reasonable conditions or restrictions on the Assistance Animal depending on the particular facts and circumstances, including the nature and characteristics of the Assistance Animal.

Section IV. Owner’s Responsibilities for Approved Animals in Housing

1. The Owner is responsible for assuring that the Approved Animal does not unduly interfere or adversely affect the routine activities of the residence hall or other residents. In addition, the Approved Animal must not pose a threat to the health, safety, or property of anyone in the College community. If the College determines that the Approved Animal threatens the health, safety, or property of anyone in the FKCC community, or that the Approved Animal is adversely affecting the College’s programs and activities, FKCC will take appropriate measures, up to and including a determination that the Approved Animal may no longer be permitted on campus.

2. The care and supervision of the Approved Animal is solely the responsibility of the Owner. The Owner is responsible for ensuring the safety of the Approved Animals and the College community. The Owner must not have any past or current student conduct issues that may impact the Owner’s ability to care for and effectively control an animal. In addition, the Owner must not have a history of abuse or irresponsible behavior related to the Approved Animal or others that negatively impacts the Owner’s ability to ensure the safety of the Approved Animal or the College community. If FKCC determines that such conduct issues are negatively impacting the safety of the Approved Animal or the College community, FKCC will take appropriate measures, up to and including a determination that the Approved Animal may no longer be permitted on campus.

3. The Owner is responsible for ensuring the cleanup of the Approved Animal’s waste (e.g. urine, excrement, fur, cage shavings, etc.). Indoor animal waste must be placed in a sturdy plastic bag and brought outside to a location identified by Residence Life and Facilities staff for disposal.

4. The Owner is financially responsible for the Approved Animal, including any bodily injury or property damage caused by the Approved Animal. The Owner is responsible for the repair expense of all animal-related damages caused to College property. The Owner’s financial responsibility may include replacement of furniture, carpet, window, wall covering, and costs of damage to other college-owned property. The Owner is expected to cover these costs at the time of repair and/or move-out.
5. The Owner is responsible for any expenses incurred for required cleaning above and beyond a standard cleaning or for repairs to college premises. Any such damages will be assessed after the Owner and Approved Animal vacate housing. The College shall bill the student account for unmet obligations.

6. The Owner must notify Disability Services in writing if the Approved Animal is no longer needed or is no longer in residence. To replace an Approved Animal, the Owner must file a new Housing Accommodation Request Form pursuant to Section II or Section III of this policy, as appropriate.

7. The Owner’s residence may be inspected for pests as needed. Residence Life staff will schedule any such inspection. If pests are detected upon inspection, the residence room or hall will be treated using fumigation or other methods by a college-approved pest control service. The Owner will be billed for the expense of any pest treatment.

8. From time to time, the college may use pesticides, pest control devices, cleaning supplies, and other materials for the maintenance and operation of housing. The college is not responsible for any harm to Approved Animals caused by such materials.

9. Approved Animals must be taken with the Owner if the Owner leaves campus overnight.

10. Residence Life may relocate the Owner and Approved Animal as necessary according to the College Housing contract. The Owner agrees to continue to abide by all other college policies, including housing policies. Any violation of this policy may result in immediate removal of the Approved Animal from the college. Reported violations will be reviewed by Residence Life in accordance with the Student Code of Conduct Policy. Should the Approved Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the College Housing contract term.

11. Should the Approved Animal be removed from the premises for any reason, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

12. The Owner shall indemnify and hold harmless the college from all expenses, injuries or claims arising out of the Owner’s control and/or use of the animal.

By my signature below, I verify that I have read, understand and will abide by the Policy, Procedures, and Guidelines outlined here and I agree to provide any additional information required to complete my Accommodation Request for a Service or Assistance Animal.

_____________________________  ________________
Student/Resident Signature        Date

_____________________________  ________________
Residence Life/Disabled Student Services Staff  Date
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<th>Owner’s Name:</th>
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<td>Owner’s Student ID:</td>
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<td>Owner’s Address:</td>
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<td>Owner’s Cell Phone:</td>
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<td>Owner’s Email Address:</td>
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<td>Animal’s Name:</td>
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<td>Type of Animal:</td>
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<td>Physical Description of Animal:</td>
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<th>Alternate Caregiver for Animal if Owner is Unavailable:</th>
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<td>Name:</td>
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<td>Cell Phone:</td>
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<td>Email Address:</td>
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***You must attach a Veterinarian’s verification that the animal has all Veterinarian-recommended vaccinations to maintain the animal’s health and prevent contagious disease***
By my signature below, I understand that I will share the common areas of my assigned residential space with the animal 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 owner and then with Disability Services at (305) 809-3269 or suzy.park@fkcc.edu if the approved animal owner and I cannot reach an agreement.

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<tr>
<th>Resident Name Printed</th>
<th>Resident Signature</th>
<th>Room #</th>
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