Colorado School of Mines Guidelines for Reasonable Accommodation of Service and Emotional Support Animals in Institutionally Owned Housing

The Colorado School of Mines (Mines) is committed to reasonably accommodating individuals with disabilities. Although Mines generally prohibits animals in student residential buildings, requests for housing accommodations will be evaluated on a case-by-case basis. (See Mines’ Animals on Campus Policy). The following guidelines apply to any student who live in Mines owned housing (Residence Halls, Greek Houses, and Mines Park Apartments). The guidelines are outlined in two sections: 1) service animals, 2) emotional support animals.

Definition of Student

Student is defined as any person who is registered for coursework at the undergraduate or graduate level at Mines. Students can be degree seeking or non-degree seeking. In the case where a student residing in Family Housing at Mines Park Apartments has a partner/family member needing a service animal or an emotional support animal, the student with whom we have a contract will be responsible for the animal, as outlined below.

Service Animals

Definition

Under the Americans with Disabilities Act, a service animal is defined as a dog* that has been individually trained to do work or perform tasks for an individual with a disability. The work or task(s) performed by the dog must be directly related to the person's disability, including a physical, sensory, psychiatric, intellectual, or other mental disability and meets the definition of “service animal” under the Americans with Disabilities Act (“ADA”) regulations at 28 CFR 35.104. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

Examples of the work performed by the service animal 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.

* Under particular circumstances set forth in the ADA regulations at 28 CFR 35.136(i), a miniature horse may qualify as a service animal.

Guidelines

In compliance with applicable law, Mines allows service animals in its buildings, classrooms, residence halls, institutionally owned Greek Houses, Mines Park Apartments, meetings, dining areas, recreational facilities, activities, and events, and all other areas where the public is normally allowed to go when the animal is accompanied by an individual with a disability who indicates the service animal is trained to provide, and does provide, a specific service to them that is directly related to their disability.

Inquiries Regarding Service Animals

Mines does not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, Mines employees may not make any inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability). When it is not readily apparent that a dog is a service animal, Mines staff may ask the following:
If the animal is required because of a disability and;
What work or task the animal has been trained to perform.

Responsibilities of Student
Students who wish to bring a service animal to campus should contact Mines’ Student Disability Services, especially if other academic accommodations will be requested. Additionally, students are strongly encouraged to register their animal with Mines Police Department. To do so, contact Mines Police at 303.273.3333. They will ask you to bring in the animal, as well as copies of certifications that demonstrate the service the animal provides and copies of vaccinations. They will keep these on file, along with a picture of the animal. Finally, students who plan to live with a service animal in on-campus housing (residence halls, Mines Park Apartments, or institutionally-owned Greek houses) should notify the Department of Residence Life (and Student Activities if in an institutionally-owned Greek House) as soon as practically possible. Advance notice of a service animal for on-campus housing may allow more flexibility in meeting a student’s specific requests for housing. Such notification is required each subsequent academic year so Student Disability Services, Residence Life, and Student Activities (if applicable) are aware of ongoing circumstances.

Students who use a service animal are responsible for any damage or injuries caused by their animal and must take appropriate precautions to prevent property damage or injury. The cost of care, arrangements and responsibilities for the well-being of a service animal are the sole responsibility of the student at all times.

1. Service Animal Control Requirements
   - The student must be in full control of the animal at all times. Service animals must be harnessed, leashed, or tethered unless these devices interfere with the animal’s work, or the individual’s disability prevents using these devices. In that case, the individual must be able to control the animal through voice, signal, or other non-disruptive means.
   - The animal should be unobtrusive to other individuals and the learning, living, and working environment to the extent possible.
   - The animal should wear some type of commonly recognized symbol to identify it as a service animal but not disclosing the disability.

2. Animal Etiquette
   To the extent possible, the student should ensure that the animal does not:
   - Sniff people, restaurant tables, or the personal belongings of others.
   - Display any behaviors or noises that are disruptive to others unless part of the service being provided the student.
   - Block an aisle or passageway for fire egress.

3. Waste Cleanup
   Cleaning up after the animal in all indoor and outdoor campus facilities and grounds, including sidewalks and lawns, is the sole responsibility of the student. In the event that the student is not physically able to clean up after the animal, it is then the responsibility of the student to hire someone capable of cleaning up after the animal. Contact staff if arrangements are needed to assist with clean-up.

Removal of Service Animals
Service Animals may be removed immediately by a Mines Police Officer or any representative of Colorado School of Mines for the following reasons:
   - Out of Control Animal: Student may be directed to remove an animal that is out of control and student does not take effective action to control it. If the improper animal behavior happens repeatedly, the student may be prohibited from bringing the animal into any Colorado School of Mines facility until the student can demonstrate that they have taken significant steps to mitigate the behavior.
   - Non-housebroken Animal: A student may be directed to remove an animal that is not housebroken.
• Direct Threat: A student may be directed to remove an animal that Mines determines to be a substantial and direct threat to the health and safety of individuals. This may occur as a result of a very ill animal, a substantial lack of cleanliness of the animal, or the presence of an animal in a sensitive area like a medical facility, certain laboratories, or mechanical or industrial areas.

Where a service animal is properly removed pursuant to this policy, Mines will work with the student to determine reasonable alternative opportunities to participate in the service, program, or activity without having the service animal on the premises.

If at any time the Director of Housing & Residence Life, Mines Police, and/or Director of Student Activities feels that the health or life of an animal or person is at risk, the Department of Residence Life and/or Department of Student Activities is authorized to contact Jefferson County Animal Control and require that the animal be removed and/or taken into custody of animal control. Any suspected incident of animal abuse must be reported immediately to law enforcement.

Service Animals in Training

Colorado law allows dogs on campus who are being trained specifically as service animals for individuals with disabilities. Please contact the Office of Compliance and Policy for assistance: 303.384.2236 or compliance@mines.edu.

Learn more about service animals and the ADA.

Emotional Support Animals

Definition
Under the Fair Housing Act, emotional support animals or assistance animals are not service animals. An emotional support animal is one that is necessary to afford the person with a disability an equal opportunity to use and enjoy Colorado School of Mines housing (residence hall, Mines Park Apartment, and institutionally-owned Greek Houses). An emotional support animal alleviates one or more identified symptoms or effects of a person’s disability by providing physical assistance, emotional support, calming, stability or another kind of assistance. Emotional support animals do not perform work or tasks that would qualify them as “service animals” under the Americans with Disabilities Act.

Guidelines
An emotional support animal may be permitted in Colorado School of Mines housing (residence halls, Mines Park Apartments, or institutionally-owned Greek Houses) pursuant to the Fair Housing Act. If a student is allowed to have an emotional support animal, it will be restricted to housing areas only, and will not be permitted in other areas of campus, including but not limited to dining facilities, libraries, student center, academic buildings, athletic buildings and facilities, classrooms, labs, offices, and individual centers.

Requests for emotional support animals in campus housing must be directed to Student Disability Services. A request will include disability documentation from a qualified provider who has worked with the student over time and in-person. The request will be considered if all of the following criteria are met:
• The student has a verifiable disability.
• Documentation demonstrates that the animal is necessary to afford the student with a disability an equal opportunity to use and enjoy a dwelling.
• The animal does not fundamentally alter Mines’ housing operations, pose a direct threat to the health and safety of others, or cause substantial property damage.
• Arranging for the animal does not cause undue financial or administrative burden for the Department of Residence Life, Student Activities, the housing community, or Mines.

Following confirmation from Student Disability Services that the request for an emotional support animal is a reasonable accommodation, the Department of Residence Life and/or Student Activities requires 10 business days to determine whether the animal can logistically be accommodated in campus housing.
If approved, students are strongly encouraged to register their animal with Mines Police Department. To do so, contact Mines Police at 303.273.3333. They will ask you to bring in the animal, as well as copies of certifications that demonstrate the service the animal provides and copies of vaccinations. They will keep these on file, along with a picture of the animal.

Requests for emotional support animals must be re-submitted each subsequent academic year a student is living in institutionally-owned housing to Student Disability Services and the Department of Residence Life.

Limitations
Mines may consider the following factors, among others, in determining whether the presence of the emotional support animal is reasonable and in making housing assignments:

- The student must be able to confirm the animal will receive annual veterinary check-ups and must comply with all state and local licensure and vaccination requirements.
- The student must show proof of current vaccinations and licensure.
- Animals that may fundamentally alter Mines’ operations (including housing operations) may not be allowed. Mines may consider whether the size of the animal is too large for available assigned housing space, whether the animal’s presence would force another individual from a housing unit (e.g. serious allergies), and whether the animal’s presence otherwise violates any individual’s right to peace and quiet.
- Animals that may cause substantial physical damage may not be allowed (e.g., an animal that is not housebroken or is unable to live with others in a reasonable manner).
- Animals cannot be a threat to the health or safety of other people or approved animals. Mines may consider whether 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).
- Animals will not be allowed if they pose an undue financial or administrative burden to Colorado School of Mines. Mines may consider whether the animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Student Responsibilities and Implications/Ramifications for Failure to Comply

**Animal must be kept under student control (physical or verbal) in public areas of campus:**
- The animal must be in control at all times, even when the animal is not in the company of the student.
- The animal must be well cared for, clean, and hygienic; in good health with regular veterinary check-ups; and meets state and local licensure and vaccination requirements (documentation is required).
- The student must clean up animal’s waste and dispose of it appropriately.
- The student must educate others in the campus community on how to appropriately interact with the animal.

**Implications/Ramifications**

- First Offense - Warning and conversation with Department of Residence Life or Student Activities Office Designee
- Second Offense – Fine, at a minimum of $100, may be incurred
- Third Offense – Animal must be removed from campus within three calendar days.

**Animal Must Not Cause Damages to University Owned Property**

**Implications/Ramifications**

- Student must restore furniture to the condition it was in when they originally occupied unit. If furniture is damaged beyond repair, the student must pay for replacement cost (minus depreciation if applicable) via their student Trailhead account.
- Student must pay the cost of any facility damage via their student Trailhead account.
• Excessive or repeated damage will result in the animal’s behavior being evaluated by the Director of Residence Life or Director of Student Activities or a designee. If the animal is determined to be too destructive, the student will be given one week to find an off-campus living situation for the animal.

**Animal Must Not Cause Noise**

Implications/Ramifications

• First Offense - Warning and conversation with Department of Residence Life or Student Activities Office Designee.
• Second Offense – Animal is required to attend obedience/behavior classes. Student must provide documentation to Department of Residence Life or Student Activities Office Designee.
• Third Offense – Animal’s behavior will be evaluated by Director of Residence Life or Director of Student Activities or a designee. If the animal is determined to need more behavior modification than can be reasonably completed immediately, the student will be given one week to find an off-campus living situation for the animal.

**Animal Must Not Bite/Scratch People or Other Approved Animals**

Implications/Ramifications

• An animal cannot be a threat to the health and safety of other people or approved animals. An incident will be reviewed and the outcome determined on a case-by-case basis and could result in immediate removal of the animal from campus.

If at any time the Director of Residence Life and/or Student Activities feels that the health or safety of an animal or person is at risk, the Department of Residence Life and/or Student Activities is authorized to contact animal control and require that the animal be removed and/or taken into custody of animal control. Any suspected incident of animal abuse must be reported immediately to law enforcement.
Submit required documentation to Student Disability Services. The preferred date to receive all requests is May 1 for the academic year. Requests may be received year round as needs change.

Obtain and submit new or revised documentation.

Does documentation prove that an emotional support animal is necessary to afford the person with a disability an equal opportunity to use and enjoy Colorado School of Mines housing?

Yes

Please complete the Application for Emotional Support Animals on Campus.

Is the request reasonable?
Please see Limitations section above.

No

Yes

You will sign a contract stating you are aware of your responsibilities as the owner of the animal. If you have already been assigned a roommate(s), the Department of Residence Life and/or the Student Activities Office will work with you and your roommate(s) to determine expectations (including a contract for your roommate(s) to sign). If your roommate(s) is not comfortable with the situation, the Department of Residence Life reserves the right to re-assign you if space is available.

No

Please continue getting other forms of assistance. The Mines Counselors are always an available resource. Please note that Mines Counselors cannot provide documentation for an emotional support animal.
Application for Emotional Support Animals on Campus

To Be Filled Out and Approved Prior to Bringing an Animal into Institutionally Owned and Managed Housing

Student Legal Name ____________________________________________________________
CWID ________________________________________________________________

Select one:
☐ Animal has been acquired and is currently living elsewhere
☐ Purchase of animal is dependent on the approval of this application

Pet Information (complete as much as possible if purchase of animal is dependent on application approval)
Name of Pet ________________________________________________________________
Type of Pet ________________________________________________________________
Pet Markings ________________________________________________________________
Weight ______________________ Sex ______________________
Jeff Co License # _____________________________________________________________
Spayed/Neutered ☐ Vaccinations Up to Date ☐ Micro-Chip ☐ Veterinarian Documentation ☐

Veterinarian Name & Contact Info
_________________________________________________________________________________
_________________________________________________________________________________

Who will care for your pet if you are away from your residence for an extended amount of time? In an emergency situation?
_________________________________________________________________________________
_________________________________________________________________________________

Please initial next to the following statements:

I have read, understand, and agree to all policies within the Emotional Support Animal Guidelines: __________
I have read, understand, and will abide by all implications of policy non-adherence: __________
I understand that pet ownership is a privilege, and I will give my pet good care: __________
I understand that I am financially responsible for any damage caused by the animal in my care: __________
(Note that a pet deposit is not required and an assessment of the damages will be done when I move out.)
I agree to random inspections of my room to ensure facility upkeep and animal welfare: __________
I understand that my pet must see a veterinarian once annually and documentation must be filed with the Department of Residence Life and/or Student Activities: __________
I understand that having an emotional support animal is contingent on the approval of this application by the Department of Residence Life and/or Student Activities Office: __________

Signature of Student, Emotional Support Animal Owner: ___________________________ Date: __________
Signature of Department of Residence Life
Or Student Activities Office Designee: ___________________________ Date: __________
Contract of Responsibilities for Student for Emotional Support Animals

The emotional support animal student agrees to all of the following terms and conditions:

1. Emotional support animals must be crated in the emotional support animal student's living space at all times when the emotional support animal student is not present and restrained on a leash at all times when not in the emotional support animal student's living space. In accordance with University policy that requires all dogs and other animals brought on University property (other than seeing eye and guide dogs) to be on a leash.

2. Emotional support animals are not permitted in other residents' living spaces, or other areas of Mines' campus (e.g. classrooms, dining rooms, libraries, academic buildings, labs, classrooms, or any other campus facilities).

3. An emotional support animal student may be required to move from their living space and/or residence hall at the discretion of the designated representative of the Department of Residence Life or the Student Activities Office should other residents be impacted negatively by the presence of the emotional support animal.

4. An inventory of the emotional support animal student's living space will be completed prior to the emotional support animal being allowed in such living space.

5. At check out, a walk-through with original inventory will be completed to determine if damages have occurred and, if so, the charges that need to be assessed. A pre-checkout walk will be performed by a designated Department of Residence Life or the Student Activities Office staff member approximately six weeks prior to check out (or no later than April 15 of the spring semester) to determine if damages have occurred and if additional cleaning appears necessary.

6. An emotional support animal student is responsible for any damages caused by their emotional support animal. Students will, if necessary, pay any cost to repair damages to university owned property, including, but not limited to: furniture, inside/outside structures, flooring.

7. An emotional support animal student is responsible for regular care and cleaning of emotional support animals and the area in which it is maintained in order to avoid damage to University facilities, odor, or disease (including but not limited to flea and/or tick infestation) and in a manner such that living space cleanliness is the same as living spaces without emotional support animals.

8. Emotional support animal waste must be immediately disposed of by the emotional support animal student at all times and placed in outside trash dumpsters. If a situation occurs that requires emergency clean-up, Facilities Management Custodial staff will perform such clean-up at the rate of $35 per hour, which will be charged to the emotional support animal student.

9. An emotional support animal may not be left unattended for a period of time (including but not limited to out-of-area travel) that interferes with or prevents the appropriate care for the animal and/or maintenance of the living space. During such periods, the emotional support animal must be removed from campus or cared for by a designated friend/family member and the emotional support animal student continues to be responsible that all such care complies with all provisions of this emotional support animal contract during their absence. If the student will be absent for a prolonged period of time (ex: the winter break), the emotional support animal needs to be removed from campus.

10. An emotional support animal may not disrupt others by unreasonable noises, odors, or other behaviors.

11. An emotional support animal student whose emotional support animal is not maintained in a reasonable and appropriate manner in regard to odor, cleanliness and a disease free environment in conformance with this emotional support animal contract or in a manner that creates a continued nuisance for other
residents, as determined by the Department of Residence Life or the Student Activities Office, is subject to removal by the emotional support animal student upon seven (7) days of written notification to the emotional support animal student.

12. An emotional support animal student shall notify the Department of Residence Life or the Student Activities Office designee if their emotional support animal is missing and cannot be located immediately.

13. The Department of Residence Life or the Student Activities Office has the right to inspect the emotional support animal student’s living space to investigate complaints or concerns and/or to confirm the emotional support animal student’s compliance with the provisions of this emotional support animal contract.

14. It is strongly encouraged that all emotional support dogs receive obedience training and that all emotional support cats be declawed in order to minimize the potential of any violation of the provisions of this emotional support animal contract.

15. An emotional support animal student is strongly encouraged to consider obtaining renter’s insurance in connection with the approval of their request to maintain an emotional support animal in order to provide coverage for any damages to property or person as a result of the maintenance of the emotional support animal.

16. An emotional support animal student is strongly encouraged to take a Pet Ownership Class. These classes can be coordinated through an established private practice or through a pet store. The emotional support animal student bears the financial responsibility for this class.

17. If applicable: I agree to have the following conversations with my roommate with a professional staff member from the Department of Residence Life or the Student Activities Office:

   a. Are you comfortable living in the same space with the selected animal?
   b. Do you have any allergies to the selected animal?
   c. Describe any special needs of animal so the roommate(s) is aware.
   d. Describe the animal’s diet and expectations regarding food.
   e. Describe how the animal will be cared for and cleaned up after.
   f. Describe how the animal is trained.
   g. Discuss expectations of where the animal is allowed or not allowed (ex: roommate’s bed).
   h. Provide location of emergency information for the animal's care.
   i. Explain that the animal has a specific purpose and is not a community pet.
   j. Discuss general expectations outlined in this contract.

By signing below, I understand and agree that should any of the terms and conditions of this emotional support animal contract be violated, the Department of Residence Life and/or Student Activities may terminate this contract and prohibit me from maintaining an emotional support animal in campus student housing upon written notice by the Department of Residence Life and/or Student Activities to the emotional support animal student.

Signature of Student, Emotional Support Animal Owner: ___________________________ Date:___________

Signature of Department of Residence Life Or Student Activities Office Designee: ___________________________ Date:___________
Contract of Responsibilities for Roommate of Student

I, ____________________________, am comfortable with ________________

(Please print) (Please print)

having an animal in our room/apartment. I have no known allergies with this animal in our room/apartment.

Although I am not the student of this animal, nor directly responsible for this animal, I will make every reasonable

effort to ensure that this animal is kept out of harm’s way and that other persons in this facility are not negatively

affected by this animal.

Additionally, I have had the following conversations with my roommate with a professional staff member from the

Department of Residence Life or the Student Activities Office:

a. I am comfortable living in the same space with the selected animal.

b. I do not have any allergies to the selected animal.

c. The special needs of animal have been explained.

d. The animal’s diet and expectations regarding food have been explained.

e. How the animal will be cared for and cleaned up after has been explained.

f. How the animal is trained has been explained.

g. Expectations of where the animal is allowed or not allowed (ex: roommate’s bed) have been
discussed.

h. The location of emergency information for the animal’s care has been provided.

i. I am aware that the animal has a specific purpose and is not a community pet.

j. General expectations outlined in the student contract have been discussed.

Roommate Signature ____________________________ Date __________________

Apartment/Hall/House ___________ Unit/Room Number __________________