

## EMOTIONAL SUPPORT ANIMAL (ESA) POLICY

Shenandoah University (SU) strives to offer an educational experience that is inclusive to everyone. As part of that inclusion, SU recognizes the importance of animals as a support system for students with certain disabilities.

This Policy explains the specific requirements applicable to an individual's use of Emotional Support Animals (ESAs) on all University properties owned, leased or rented. SU reserves the right to amend this Policy as circumstances require. This policy applies solely to ESAs and does not apply to "service animals" as defined by the Americans with Disabilities Amendment Act (ADAAA).

Although it is the policy of SU that individuals are generally prohibited from having animals of any type in University housing, SU will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an emotional support animal that is necessary because of a disability and reasonable in circumstances. However, no ESA may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

### I. Definitions

A. Emotional Support Animal (sometimes known as "therapy animal" or "comfort animal").

Emotional Support Animals (ESAs) are a category of animals that provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual's disability, but which are not considered Service Animals under the ADAAA and SU's Service Animal Policy. Some ESAs are professionally trained, but in other cases ESAs provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as ESAs, but other animals have been known to serve in this capacity.

The question in determining if an ESA will be allowed in University housing is whether or not the ESA is necessary because of the individual's disability to afford the individual an equal opportunity to use and enjoy University housing and its presence in University housing is reasonable. However, even if the individual with a disability establishes necessity for an ESA and it is allowed in University housing, an ESA is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic building and facilities, classrooms, labs, individual centers, residential common areas, etc.).

## B. Owner

The “Owner” is the student who has requested the accommodation and has received approval to bring an ESA into University Housing.

II. Procedures for Requesting Emotional Support Animals in University Housing  
The procedure for requesting ESAs starts with an application, available from the Student Support Services (SSS).

A. As part of the application, the student will be required to have a licensed mental health provider physician, psychologist or psychiatrist fill out the SU Emotional Support Animal Medical Form that outlines the following:

- The student’s disability, including official diagnosis and any testing or assessments that were used to reach the diagnosis. This request is not designed to be intrusive, or to gather information that the student considers sensitive. In cases involving information the student considers sensitive, the medical practitioner providing the documentation may redact the documentation, or speak to the symptoms experienced.
- The specific reasons that an ESA is necessary (general research on the benefits of support animals will not be accepted).
- Exactly how the animal in question offsets the symptoms of the student’s disability.

This form must be completed by a medical or mental health professional with whom the student has an established relationship that demonstrates a continuum of care. Documentation will not be accepted from practitioners who provide services via the internet.

B. Documentation will also be needed to verify that the animal is healthy and meets local legislative requirements, and should be submitted with the application.

- Health records for the animal, including up-to-date vaccinations and flea/tick treatments, when applicable. This information will be required annually, at the Owner’s expense.
- Licensure with the City of Winchester, when applicable. Also required annually, at the Owner’s expense.

C. For returning students, it is encouraged that the application and all documentation be turned in thirty (30) days prior to the assignment of housing in order to allow for best circumstances. New students are encouraged to submit all paperwork sixty (60) days prior to June 30<sup>th</sup>. Submissions after these deadlines can still be approved, but the ESA will not be permitted on campus until a satisfactory arrangement is possible for all involved parties. Such arrangements may have to

wait until the next semester in cases where roommate/suitemate conflicts and space availability concerns are present.

III. Criteria for Determining If Presence of the Emotional Support Animal is Reasonable

A. University housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of ESAs is not an undue administrative burden or fundamental alteration of University housing, SU reserves the right to assign an individual with an ESA to a single room without a roommate.

B. However, for all requests for ESAs, Student Support Services shall nonetheless consult with Residence Life in making a determination on a case-by-case basis of whether the presence of an ESA is reasonable. A request for an ESA may be denied as unreasonable if the presence of the animal:

1. Imposes an undue financial and/or administrative burden;
2. Fundamentally alters University housing policies; and/or
3. Poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including University property.

C. SU may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with ESAs:

1. The size of the animal is too large for available assigned housing space (under 30 pounds is a recommended standard);
2. The animal's presence would force another individual from individual housing (e.g. serious allergies);
3. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
4. The animal is not housebroken or is unable to live with others in a reasonable manner;
5. The animal's vaccinations are not up-to-date;
6. The animal poses or has posed in the past a direct threat to the individual or others such as being venomous, or prior aggressive behavior towards or injuring the individual or others; or
7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

SU will not limit room assignments for individuals with ESAs to any particular building or buildings. However, considerations will be made as to the best placement for students with ESAs in a 'best practices' effort for the animal. For

example, direct access to the outside for students with dogs as their ESA will be a given consideration. Placement will also be considered thoughtfully in conjunction with other student's disabilities, such as severe allergies.

#### IV. Access to University Facilities By ESAs

A. An ESA must be contained within the privately assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the individual is taking the animal out for natural relief. When an ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. ESAs are not allowed in any University facilities other than University residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

#### B. Dominion and Control

Notwithstanding the restrictions set forth herein, the ESA must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing, at the Owner's expense. When the Owner is not in residence, the animal must be confined in an appropriate sized crate, cage or aquarium.

#### V. Individual's Responsibilities for Emotional Support Animal

If the University grants an individual's request to live with an ESA, the individual is solely responsible for the custody and care of the ESA and must meet the following requirements:

#### A. General Responsibilities

1. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the individual's responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate on an annual basis. The University reserves the right to request documentation showing that the animal has been licensed.
2. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by SU. Hygienic practices that prevent unpleasant odors must be utilized at all times. This may necessitate that the Owner forge a path to these areas during severe weather until such a time that SU Physical Plant staff has had

sufficient time to clear the way. Physical Plant will continue to follow current procedures for clearing the campus during severe weather, without priority to any emotional support animal in residence.

3. The Owner is required to ensure the animal is well cared for at all times. It is unlawful for any person owning an animal to fail to provide it with proper and adequate food and drink, which consists of access to food and water at least every twelve hours, and to fail to provide the animal with necessary medical attention and treatment to prevent suffering. Any evidence of mistreatment or abuse may result in immediate removal of the ESA and/or discipline for the individual.

4. SU will not ask for or require an individual with a disability to pay a fee or surcharge for an approved ESA.

5. An individual with a disability may be charged for any damage caused by his or her ESA, including bodily injury and furniture damage beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests if necessary as part of the University's standard or routine inspections. 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. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The university shall have the right to bill the individual's account for unmet obligations under this provision.

6. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, proper food storage, designating an outdoor relief area, disposing of feces, etc.).

7. ESAs may not be left overnight in University Housing to be cared for by any individual 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. If the animal cannot accompany the owner, arrangements must be made for the caring of the animal off campus. The Owner is responsible for ensuring that the ESA is contained, via crate, kennel, aquarium or other designated pet holder, when the Owner is not present during the day while attending classes or other activities. For cats and dogs, this containment should never extend beyond a timeframe of five hours.

8. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there, including, but not limited to, noise disturbances from

barking, whining, meowing, and squawking.

9. The animal is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify the Office of Learning Resource in writing if the ESA is no longer needed or is no longer in residence. To replace an ESA, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Policy when requesting a different animal.

10. SU personnel shall not be required to provide care or food for any ESA including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.

11. By signing this policy, the Owner provides written consent for the Student Support Services to disclose information regarding the request for and presence of the ESA to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual's disability.

12. The Owner will need to complete the Pet Application, located in StarRez, as part of the final approval process. This is a Residence Life application, with its own requirements that may differ from what is outlined in this policy.

13. All roommates or suitemates of the owner must be in agreement, allowing the approved animal to be in residence with them. This agreement does not in any way place responsibility for the animal upon the roommates. Should one or more roommates not approve, either the owner and the animal or the non-approving roommate or suitemates, as determined by the Director of Residence Life, may be moved to a more suitable location.

14. The Owner will hold other students, staff, faculty and SU blameless in the event the ESA goes missing. University staff is not responsible for the retrieval of ESAs in the event an animal escapes or becomes lost.

15. The Owner may be required to utilize designated washers/dryers for all personal items in order to minimize allergen risks for other students. The washing of pet clothing and bedding with University appliances will not be permitted.

#### VI. Removal of Emotional Support Animal

The University may require the Owner to remove the animal from University housing if:

1) the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;

- 2) the animal's presence results in a fundamental alteration of a University program;
- 3) a reported concern, such as the animal causing a disturbance or a hygiene issue, has not been corrected in a timely manner;
- 4) the Owner does not comply with the Owner's Responsibilities set forth above and further outlined in the "Rules & Responsibilities Contract"; or
- 5) the animal or its presence creates an unmanageable disturbance or interference with the university community.

The University will base such determinations upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with the Coordinator of Disability Services and may be appealed. Should the ESA 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.

#### VII. Non-retaliation Provision

SU will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an ESA.

By my signature below, I verify that I have read, understand and will abide by the requirements outlined here and I agree to provide the additional information required to complete my request.

I have read and understand the Emotional Support Animal Policy and Agreement and I agree to abide by the requirements applicable to Emotional Support Animals. I understand that if I fail to meet the requirements set forth in the Policy, SU has the right to remove the ESA and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract. I also acknowledge that violations of this policy are subject to SU's conduct process, as outlined in the Student Handbook.

I furthermore give permission to the Student Support Services to disclose to others impacted by the presence of my ESA (e.g., Residence Life staff, Physical Plan & Facilities staff, Department of Public Safety Officers and potential and/or actual roommate(s)/neighbor(s)) that I will be living with an animal as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the Emotional Support Animal and/or resolving

any potential issues associated with the presence of the ESA.  
I further recognize that the presence of the ESA 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 Emotional  
Support Animals are permitted for persons with disabilities.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Access & Support Specialist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Residence Life

\_\_\_\_\_  
Date