



## Lakeland University Emotional Support Animal Policy and Agreement

### I. Overview

Lakeland University recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and of Emotional Support Animals (ESA’s) supported by the Fair Housing Act. Lakeland University is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. Lakeland University is also committed to allowing Emotional Support Animals necessary to provide individuals mental health disabilities an equal opportunity to use and participate in University housing. This Policy explains the specific requirements applicable to an individual’s use of an Emotional Support Animal in University housing. Lakeland University reserves the right to amend this Policy as circumstances require. This policy applies solely to Emotional Support Animals which may be necessary in University housing. It does not apply to “Service Animals” as defined by the ADAAA, and whose presence on campus is outlined in the Lakeland University Service Animal policy.

Although it is the policy of Lakeland University that individuals are generally prohibited from having animals of any type in University housing, Lakeland will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an Emotional Support Animal that is reasonable and necessary because of a mental health disability. However, no Emotional Support Animal may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy. Any requests for animals in residence for individuals with disabilities should be directed to the ADA Coordinator.

### II. Definitions

#### A. Emotional Support Animal (ESA)

An Emotional Support Animal (ESA) is an animal that provides therapeutic, emotional support for an individual with a diagnosed mental health disability. Unlike a service animal that is trained to perform specific tasks that are important to the independence or safety of their disabled handler, an ESA is generally not trained to perform disability-specific tasks. Their therapeutic support is a function of their presence and interaction with the person with the disability. An ESA is not a pet, but is typically an animal commonly kept in households as a pet. 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 from Housing and Urban Development (HUD), reptiles, 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.

The question in determining if an Emotional Support Animal 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 participate in 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, ecumenical buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.).

**B. Owner**

The Owner is the individual who has requested the accommodation and has received approval to bring the ESA into their assigned University Housing.

**C. Disabilities Service Office**

The Americans with Disabilities Act (ADA) Coordinator collaborates with faculty, staff, campus safety, counseling services and the Office of Residence Life to ensure that individuals with disabilities have equal access to all Lakeland programs and activities.

**III. Procedures for Requesting an Emotional Support Animal in University Housing**

The procedure for requesting an Emotional Support Animal follows the general procedures set forth in the Lakeland University Housing Reasonable Accommodation Policy and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the Reasonable Accommodation Policy, this Policy shall control.

Lakeland University reserves the right to restrict Emotional Support Animals to one per dwelling.

Verification and documentation for ESA approval is good for the duration of one academic year and must be renewed prior to the start of each new academic year.



#### **IV. 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 an ESA is not an undue administrative burden or fundamental alteration of University housing for all involved parties, Lakeland University reserves the right to assign an individual with an ESA to an alternative dwelling.

\*Roommates of the ESA Owner will be asked to sign an ESA Roommate Agreement Form.

B. For all requests for an Emotional Support Animal, Disability 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; (3) poses a direct threat to the health, safety and well-being of others; (4) causes substantial damage to the property of others, including University property; and/or (5) is otherwise unreasonable to the operation of the University.

C. Lakeland University may consider the following factors, among others, as evidence in determining whether the presence of the Emotional Support Animal is reasonable or in the making of housing assignments for individuals with an Emotional Support Animal:

1. The space needed for the crate/cage in which the ESA will be housed is too large for available assigned housing space;
2. The animal's presence would force another individual from individual housing (e.g. serious allergies);
3. The animal's presence otherwise violates residents' right to peaceful and quiet environment that is conducive to studying and enjoyment
4. The animal is not fully housebroken;
5. The animal's vaccinations and ordinances/regulations are not up-to-date;
6. The animal poses health risks from zoonotic diseases or safety concerns regarding containment that cannot be sufficiently mitigated for inclusion in the communal living environment
7. The animal poses or has previously posed a direct threat such as aggressive behavior towards or injuring the Owner or others; or
8. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.



Lakeland University will not limit room assignments for individuals with Emotional Support Animals to any particular building or buildings because of the Owner's disability-related need for an ESA.

#### **V. Access to University Facilities by Emotional Support Animal**

- A. An Emotional Support Animal must be contained within the Owner's assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the Owner 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. The ESA is not allowed in any University facilities other than University residence halls (e.g. dormitories, suites, apartments, etc.) to which the Owner is assigned.

The ESA is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, ecumenical buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.).

- B. Dominion and Control

Notwithstanding the restrictions set forth herein, the Emotional Support Animal 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.

#### **VI. Owner's Responsibility for the Emotional Support Animal**

If Lakeland University grants an Owner's request to live with an Emotional Support Animal, the Owner is solely responsible for the custody and care of the animal and must meet the following requirements:

General Responsibilities \*Please initial each item to indicate acceptance and understanding

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 Owner'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.



The University reserves the right to request documentation showing that the animal has been licensed in the Town of Herman. \_\_\_\_\_

2. The Owner is only permitted to have the ESA in the University housing to which they have been assigned. The ESA is not permitted in other areas of the University (e.g. other residential buildings, dining facilities, libraries, academic buildings, ecumenical buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.). \_\_\_\_\_
3. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner (outside trash receptacles) and, when provided, must use animal relief areas designated by Lakeland University. \_\_\_\_\_
4. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment, neglect or abuse may result in immediate removal of the ESA and/or discipline for the responsible individual. \_\_\_\_\_
5. The Owner will not be asked for or be required to pay a fee or surcharge for an approved ESA. \_\_\_\_\_
6. The Owner may be charged for any damage caused by their ESA 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 Owner's account for unmet obligations under this provision. \_\_\_\_\_
7. The Owner is liable for all actions of the ESA (including but not limited to injuries to other people and animals, property damage, running away, and/or disruptive behaviors).  
\_\_\_\_\_
8. 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, designating an outdoor relief area, disposing of waste, etc.).  
\_\_\_\_\_



9. The Owner may not leave the ESA overnight in University Housing to be cared for by any individual other than the Owner. If the Owner is to be absent from their residence hall overnight or longer, the animal must accompany the Owner. The Owner is responsible for ensuring that the ESA is contained (i.e. crate, kennel or cage as appropriate) when the Owner is not present while attending classes or other obligations/activities.  
\_\_\_\_\_
10. The Owner agrees to abide by all equally applicable residential policies that are unrelated to their disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or otherwise cause difficulties for individuals who reside there (i.e. noise level, odors). \_\_\_\_\_
11. The ESA is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify the Disability Services Office 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 and the Reasonable Housing Accommodation Policy when requesting a different animal. \_\_\_\_\_
12. Lakeland University personnel shall not be required to provide care or food for any Emotional Support Animal 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. \_\_\_\_\_
13. The Owner must provide written consent for Disability 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, campus safety, and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the ESA and shall not include information related to the Owner's disability. \_\_\_\_\_
14. The Owner will provide the name of an emergency contact person, who does not reside in University housing, who would be able to safely retrieve the ESA in case of an emergency. If the emergency contact person is unable to safely retrieve the ESA within 48 hours, Lakeland University will arrange for boarding at the expense of the Owner. \_\_\_\_\_



15. The Owner is expected to fulfill their housing obligations for the remainder of the housing contract, should the ESA be removed from the premises for any reason.

## **VII. Removal of Emotional Support Animal**

Lakeland University may require the Owner to remove the Emotional Support Animal from University housing if:

- 1) the animal poses a direct threat to the health, safety, or well-being of others
- 2) the animal causes substantial damage to the property of the University and/or others
- 3) the animal's presence results in a fundamental alteration of a University program
- 4) the Owner does not comply with the Owner's Responsibilities set forth above
- 5) the animal or its presence creates an unmanageable disturbance or interference with the University community (noise, odors)

Lakeland 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, based on conduct and behavior, will be done in consultation between Residence Life, Campus Safety and the Disability Services Coordinator, and may be appealed to the Title IX Coordinator. The grievance procedure can be found at <https://lakeland.edu/title-ix/policy-process> The Owner will be afforded all rights of due process and appeal as outlined in that policy.

The Owner will have 48 hours to comply with the University decision to remove the ESA.

Should the ESA be removed from the premises for any reason, the Owner is expected to fulfill their housing obligations for the remainder of the housing contract.

## **VIII. Non-retaliation Provision**

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



**IX. Acknowledgement and Release of Information Consent Form**

By my signature below, I (the Owner) 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 for a Reasonable Housing Accommodation.

I have read and understand the Emotional Support Animal Policy and Agreement and I agree to abide by the requirements applicable to my ESA. I understand that if I fail to meet the requirements set forth in the Policy, Lakeland University 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 furthermore give permission to the Disability Services Office to disclose to others impacted by the presence of my Emotional Support Animal (e.g., Residence Life staff, Campus Safety, 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 animal and/or resolving any potential issues associated with the presence of the animal.

I further recognize that the presence of the Emotional Support Animal may be noticed by others visiting or residing in University Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances ESAs are permitted for persons with disabilities.

Owner's Printed Name: \_\_\_\_\_

Owner's Campus Address: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Disabilities Office Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Residence Life Representative: \_\_\_\_\_ Date: \_\_\_\_\_





### **Emergency Contact Information**

In the event that the Owner is deemed unable or unwilling to fulfill the above responsibilities, safe transition of the Emotional Support Animal to the following non-university emergency contact individual will be coordinated by the Department of Resident Life

If the emergency contact person is unable to retrieve the animal within 48 hours, Lakeland University will arrange for boarding until such time as the Owner is able to independently care for the animal or until the emergency contact person retrieves the animal. All expenses accrued during this time will be the responsibility of the ESA Owner.

Emergency Contact Individual's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Relationship to ESA Owner: \_\_\_\_\_