

## **Juniata College Emotional Support Animal Policy and Agreement**

Juniata College recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and is committed to allowing students with disabilities the use of a Service Animal on campus to facilitate their full participation and equal access to the College’s programs and activities. Please refer to the College’s Service Animal Policy for further information.

Juniata College is also committed to allowing Emotional Support Animals when they are necessary to provide students with disabilities an equal opportunity to use and enjoy College Housing. This Policy explains the specific requirements applicable to a student’s use of an Emotional Support Animal in College Housing. This Policy does not apply to Service Animals as defined by the ADAAA.

Juniata College reserves the right to amend this Policy as circumstances require. To the extent that the requirements and procedures in this Policy conflict with any existing policy for housing accommodations, this Policy shall control.

Although it is the policy of Juniata College that students are generally prohibited from having animals in College Housing (only fish with a maximum of 10 gallon tank are permitted), Juniata College will consider a request by a student with a disability for reasonable accommodation from this prohibition to allow an Emotional Support Animal that is necessary because of a disability and reasonable. However, no Emotional Support Animal may be kept in College Housing at any time prior to the student receiving approval as a reasonable accommodation pursuant to this Policy.

### **I. Definitions**

#### **A. Emotional Support Animal**

“Emotional Support Animals” are a category of animals that provide necessary emotional support to a student with a mental or psychiatric disability that alleviates one or more identified symptoms of a student’s disability, but which are not considered Service Animals under the ADAAA and Juniata College’s Service Animal Policy. Emotional Support Animals providing the necessary support to students with disabilities can do so without any formal training or certification. Dogs are commonly used as Emotional Support Animals, but any animal may serve a student with a disability as an Emotional Support Animal.

The question in determining if an Emotional Support Animal will be allowed in College Housing is whether or not the Emotional Support Animal is necessary because of the student’s disability to afford the student an equal opportunity to use and enjoy College Housing and its presence in College Housing is reasonable. However, even if the student with a disability establishes necessity for an Emotional Support Animal and it is allowed in College Housing, an Emotional Support Animal is not permitted in other areas of the College (e.g. dining facilities, the library, academic buildings, athletic buildings and facilities, classrooms, labs, administrative offices, etc.).

#### **B. Owner**

The “Owner” is the student who has requested the accommodation and has received approval to bring an Emotional Support Animal in College Housing.

### **II. Procedures for Requesting Emotional Support Animals in College Housing**

A student with a disability requesting an Emotional Support Animal should contact the Director of Student Accessibility Services. The student will need to review this Policy, sign the “Acknowledgement and Release of Information Consent” form, and submit the “Request for Information Regarding Emotional Support Animal” form (to be completed by a 3<sup>rd</sup> party professional). The Director of Student Accessibility Services will consult with Residential Life in making a determination on a case-by-case basis of whether the presence of an Emotional Support Animal is reasonable.

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

- A. A request for an Emotional Support Animal may be denied as unreasonable if the presence of the animal: 1) imposes an undue financial and/or administrative burden; 2) fundamentally alters College 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 College property.
  
- B. Juniata College may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in determining the housing assignments for students with Emotional Support Animals:
  - 1. The size of the animal is too large for available assigned housing space;
  - 2. The animal’s presence would force another student from their individual housing (e.g. serious allergies);
  - 3. The animal’s presence otherwise violates a student’s 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 Owner or others such as aggressive behavior towards or injuring the Owner or others; or
  - 7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.
  
- C. College Housing is unique in several aspects including the mandatory assignment of roommates for many students and the mandate that students must share a room or suite in certain residence halls. To ensure that the presence of Emotional Support Animals is not an undue administrative burden or fundamental alteration of College Housing, Juniata College reserves the right to assign a student with an Emotional Support Animal to a single room without a roommate.

Juniata College will not limit room assignments for students with Emotional Support Animals to any particular building or buildings because the student needs an Emotional Support Animal because of a disability.

### **IV. Access to College Facilities By Emotional Support Animals**

#### **A. Privately Assigned Individual Living Accommodations**

An Emotional Support Animal must be contained within the Owner’s privately assigned individual living accommodations (e.g. room, suite, apartment, house) except to the extent the individual is taking the animal out for natural relief. When an Emotional Support Animal is outside the private individual living accommodations, it must be in an animal carrier or

controlled by leash or harness. Emotional Support Animals are not allowed in any College facilities other than the College Housing facility (e.g. residence halls, apartment buildings, etc.) to which the Owner is assigned.

**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 College Housing.

**V. Owner's Responsibilities for Emotional Support Animals**

If the College grants a student's request to live with an Emotional Support Animal, the Owner is solely responsible for the custody and care of the Emotional Support Animal and must meet the follow requirements.

1. The Owner must abide by current borough, 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 College has the right to require documentation of compliance with such ordinances, laws, and regulations, which may include a vaccination certificate and/or 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 Juniata College.
3. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Emotional Support Animal and/or discipline for the responsible individual.
4. Juniata College will not ask for or require a student with a disability to pay a fee or surcharge for an approved Emotional Support Animal.
5. An individual with a disability may be charged for any damage caused by his or her Emotional Support Animal 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 College'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 College-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 College shall have the right to bill the Owner's account for unmet obligations under this provision.

6. The Owner must fully cooperate with College 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.). The College reserves the right to inspect the Owner's living space to investigate complaints or concerns regarding the Emotional Support Animal and to confirm the Owner's compliance with the provisions of this Policy.
7. The Owner is responsible for ensuring that the Emotional Support Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities. Necessary precautions should be made for Facilities or other College personnel to enter the residence when the Owner is not present. The Emotional Support Animal must be caged or crated or removed from the room during the time the College personnel are in the room. The College is not liable if the Emotional Support Animal escapes during one of these visits.
8. Emotional Support Animals may not be left overnight in College Housing to be cared for by an individual other than the Owner. If the Owner is to be absent from his or her residence overnight or longer, the animal must accompany the Owner or the Owner must deliver the animal to another individual who does not reside in College-owned housing. In the event of an emergency involving the Owner, his or her Emergency Contact is required to remove the animal from College Housing. The Emergency Contact must be an individual who lives locally and does not reside in College-owned housing.
9. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the student'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.
10. The animal is allowed in College Housing only as long as it is necessary because of the student's disability. The Owner must notify the Director of Student Accessibility Services in writing if the Emotional Support Animal is no longer needed or is no longer in residence. To replace an Emotional Support Animal, the new animal must be necessary because of the student's disability and the student must follow the procedures in this Policy when requesting a different animal. The Director of Student Accessibility Services needs to approve a new animal prior to it being allowed in College Housing facilities.
11. Juniata College 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.
12. The student must provide written consent for Juniata College personnel to disclose information regarding the request for and presence of the Emotional Support Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residential 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 student's disability.

13. In the event other residents are negatively impacted by the Emotional Support Animal (e.g., phobias, allergies, etc.), Residential Life will work to coordinate a resolution with the residents involved. A resolution may involve one or more residents, including the Owner, being required to move from his or her residence to another College-owned housing facility.

## **VI. Removal of Assistance Animal**

The College may require the Owner to remove the animal from College 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 or the College.
2. The animal's presence results in a fundamental alteration of a College program.
3. The Owner does not comply with the Owner's Responsibilities set forth above.
4. The animal or its presence creates an unmanageable disturbance or interference with the College community.

The College 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 Director of Student Accessibility Services and may be appealed through the College's appeal process. The Owner will be afforded all rights of due process and appeal as outlined in that process.

Should the Emotional Support Animal be removed from the premises for any reason, the Owner is expected to fulfill his or her housing obligations for the remainder of the housing contract.

If the animal must be removed, the Owner must do so within 48 hours unless the animal poses a direct and immediate threat to the health or safety of others, whereby it must be removed immediately. If the Owner cannot remove the animal for any reason within that time period, the animal must be delivered to either another individual who does not reside in College-owned housing or the Owner's established Emergency Contact.

## **Acknowledgement and Release of Information Consent Form**

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 for an Emotional Support Animal under the College's Emotional Support Animal Policy and Agreement.

I have read and understand the Emotional Support Animal Policy and Agreement, and I agree to abide by the requirements of the Policy. I understand that if I fail to meet the requirements set forth in the Policy, Juniata College has the right to remove the Emotional Support Animal 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 Director of Student Accessibility Services to disclose to others impacted by the presence of my Emotional Support Animal (e.g., Residential Life staff, potential and/or

actual roommate(s)/neighbors(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 Emotional Support Animal.

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

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Owner's Signature

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Date

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Director of Student Accessibility Services

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Date

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Residential Life Representative

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Date

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Emotional Support Animal Information

Name of Animal: \_\_\_\_\_

Type of Animal: \_\_\_\_\_

Age of Animal: \_\_\_\_\_

Emergency Contact Information

Name: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

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

*This policy was developed and modified from the University of Nebraska at Kearney (UNK) Assistance Animal Policy and Agreement, and that UNK policy was approved by the United States Department of Justice.*