

Service and Emotional Support Animals in Housing Policy

I. Introduction

Saint Mary's University of Minnesota ("the university") is committed to reasonably accommodate persons with disabilities who require the assistance of service or emotional support animals in university housing. This policy ensures that people with disabilities, who require the use of service or emotional support animals as a reasonable accommodation for use in their housing, receive the benefit of the work or tasks performed by such animals or the therapeutic support they provide. The university reserves the right to amend this policy as circumstances require.

II. Definitions

- A. **Disability** is defined as a physical, mental or medical condition or impairment that limits one or more of a person's major life activities or is demonstrable by medically accepted clinical or laboratory diagnostic techniques. These limitations may include: caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, working, and learning.
- B. An **emotional support animal** is an animal that provides comfort to an individual with a disability upon the recommendation of a healthcare or mental health professional. An emotional support animal does not assist a person with a disability with activities of daily living but rather its role is to live with a student and alleviate the symptoms of an individual's disability so as to provide equal opportunities to use and enjoy residential life at the university.
- C. A **pet** is an animal kept for ordinary use and companionship unrelated to a disability. A pet is not considered a service animal or an emotional support animal, and therefore, it is not covered by this policy. Students are not allowed to have pets on university property.
- D. A **service animal** is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. Other animals, whether wild or domestic, do not qualify as service animals. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. 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 person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals.
- E. **Approved Animal** is a service animal or emotional support animal that has been granted as a reasonable accommodation under this policy.

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- F. **Owner** is the student or other covered person who has requested the accommodation and has received approval to bring the approved animal on campus.

III. Procedure to Request a Service Animal in University Housing

- A. A student is not permitted to live with a service animal until expressly approved to do so by Office of Disability Support Services.
- B. If it is readily apparent that the individual has a disability and that the animal is a service animal, no further information will be requested 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).
- C. If it is not readily apparent that the animal is a service animal, an individual may be asked if the service animal is required because of a disability and to explain the work or task that the animal has been trained to perform. The animal will not be required to demonstrate this task and no documentation of training will be required.

IV. Procedure to Request an Emotional Support Animal in University Housing

A person requesting an emotional support animal must provide the Office of Disability Support Services (DSS) with appropriate documentation at least 60 days before prospective housing will be needed. DSS requires a 60-day notice period in order to do its due diligence by gathering and verifying the necessary documentation for the student. This documentation includes, but is not limited to: verification of a disability, the determination of any conflicting disabilities in the immediate vicinity where the animal will be housed, and verification of all vaccinations and the health of the animal including all the necessary licensing. If documentation is immediately available, the time for the approval process may be shortened.

If the need for the emotional support animal arises after a student is already placed in housing for the year, he or she should provide the documentation to the DSS at least sixty (60) days prior to the date the student would like to bring the animal to the residence hall. Students making requests after housing has already been selected should note that even if the animal is approved, he or she may need to wait until the following semester to bring the animal to campus, depending on his or her current housing arrangements.

- A. A student is not permitted to live with an emotional support animal until expressly approved to do so by DSS.
- B. The student must complete an Emotional Support Animal Request Form that includes information about the student and the requested animal.

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- C. The student must submit a letter with a detailed explanation of his or her disability-related need for the animal.
- D. The student must submit a signed letter, on professional letterhead, from the current qualified diagnosing professional (licensed psychologist, psychiatrist, or neurologist). The provider or therapist should be familiar with the professional literature concerning the assistive and/or therapeutic benefits of emotional support animals for people with disabilities. The provider should not be related to the student. At a minimum, the letter should include the following items:
 - 1. The provider's professional opinion that the student's condition qualifies as a disability (i.e. a physical or mental impairment that substantially limits one or more of the major life activities), including a description of your functional limitation(s); and the basis for that opinion.
 - 2. The provider's diagnosis of the person's condition.
 - 3. The provider's opinion that the service or emotional support animal has been prescribed for treatment purposes and is necessary to help alleviate symptoms associated with the person's condition and/or to help the person use and enjoy university housing services.
 - 4. The provider's description of the service(s) that the animal will provide.
 - 5. Any additional rationale or statement the university may reasonably need to understand the basis for the professional opinion.
- E. The student must execute a signed Information Release Form allowing a university representative to correspond with the diagnosing clinician about the documentation accompanying the Request. This is optional; however, the failure to provide it may result in the request being denied if the documentation provided by the diagnosing professional is not sufficient.
- F. DSS will review the documentation and, if it determines a qualifying disability exists, it will forward a recommendation for an appropriate accommodation to the Office of Residence Life. DSS may consult with appropriate staff in the Jay Johnson Wellness Center on the issue of a qualifying disability and the appropriate accommodation. The Director of Residence Life will meet with the student requesting that the emotional support animal be housed in university housing. This policy will be carefully reviewed with the person at that time and an interactive dialogue will take place to determine the appropriate housing accommodation considering alternative accommodations and the impact of the animal on the university housing program.
- G. The university may assign the student to a specific building and/or room.
- H. The university may relocate the student as necessary.

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- I. The university reserves the right to not allow specific animals to reside in the residence halls as emotional support animals. Any animal must be approved and a thorough review of traits and tendencies of any proposed animal will be conducted and a final decision will be made by the college prior to allowing move-in of the animal.

V. Conflicting Disabilities

Residence Life staff will make a reasonable effort to notify tenants in the residence hall where the Approved Animal will be located. Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact DSS if they have a health or safety related concern about exposure to a service or emotional support animal.

The University is prepared to also reasonably accommodate individuals with such medical conditions that require accommodation when living in proximity to service or emotional support animals. DSS will resolve any conflict in a timely manner. DSS will consider the conflicting needs and/or accommodations of all persons involved. DSS may use the Wellness Center as a resource for information on health issues. In the event that an agreement cannot be reached, DSS's decision is final and not subject to appeal.

VI. Owner's Responsibilities in University Housing

Service or emotional support animals may not create unreasonable disruptions to the residential community at any time. The animal's behavior must be congruent to reasonable standards of well-behaved animals relating to behavior, noise, odor, and waste. Excessive disruption, determined by residence life staff, is grounds for immediate animal removal.

- A. **Control:** An owner with a service or emotional support animal must be in full control of his or her animal at all times, including taking measures to ensure that the animal does not exhibit disruptive or aggressive behavior or block an aisle or passageway.

A service animal may travel freely with his or her owner throughout university housing (and other areas of the university). An emotional support animal may only be with his or her owner in the owner's room in university housing. (See XII. Areas Off Limits to Emotional Support Animals.)

- B. **Care and Supervision:** Care and supervision of the animal is the sole responsibility of the owner. The animal is not allowed in any area of the residence hall other than the student's room, except when the animal is being transported outside. This transport must include the animal being leashed and the shortest route outside must be taken. The animal cannot be taken into classrooms or other buildings on the university's campus.

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The owner is responsible for ensuring the cleanup of the animal's waste and, when appropriate, must toilet the animal in areas designated by the university.

Approved Animals may not be left overnight in university housing to be cared for by another student. Animals must be taken with the student if they leave campus for a prolonged period.

- C. **Registration:** The owner is responsible for registering the service or emotional support animal with the Office of Residence Life.
- D. **Health and Safety:** The owner is responsible to ensure that the health and safety of others is not threatened by a service animal or emotional support animal. The animal must not interfere with traditional activities of the residence hall or negatively impact the community of students who reside there. Sensitivity to residents fearful of animals or with allergies is necessary to maintain a welcoming and peaceful residential community. Animals authorized to live in university housing must not interfere with others' enjoyment of the residential space (e.g., by barking, creating an unsanitary condition, etc.).

The owner must submit a statement regarding the animal's health from a licensed veterinarian dated within the past year. The statement should include proof that the animal has received all required vaccinations. Proof of good health and vaccination must be provided on an annual basis. Students should submit the records to the Office of Residence Life. The university reserves the right to request updated vaccination records at any time.

- E. **Licensing:** The animal must meet the licensing requirements set by the City of Winona. For students who are not residents of the City of Winona, a pet license from their home state, county or city may be accepted in lieu of the City of Winona's license as long as similar requirements are met. Students should submit the records to the Office of Residence Life, and update them as needed.
- F. **Training:** Service animals must be properly trained.
- G. **Other Conditions:** In response to a particular situation, the university may impose other reasonable conditions or restrictions, if necessary to ensure the health, safety and reasonable enjoyment of others.

VII. Expectations of Faculty, Staff, Students

Members of the University community are expected to abide by the following practices:

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- A. Allow a service animal to accompany its owner at all times and in all places on campus, except where the presence of the service animal would present an unreasonable threat to health or safety. In extraordinary situations or settings, it may be necessary to ban service animals. In those situations, the university will work with the individual to determine other options for the individual to receive the benefit of the university's program.
- B. Do not touch or pet a service or emotional support animal.
- C. Do not feed a service or emotional support animal.
- D. Do not deliberately startle a service or emotional support animal.
- E. Do not separate or attempt to separate an owner from his or her service or emotional support animal.
- F. Do not ask for details about a person's disabilities. The nature of a person's disability is a private matter.

VIII. Removal of Approved Animal

The university may exclude/remove an Approved Animal when:

- A. The animal poses a direct threat to the health or safety of others.
- B. The animal's behavior is unruly or disruptive (e.g., barking, growling, damaging university property, jumping on people, taking food from tables, taking or damaging of personal belongings of individuals other than the owner, running around, or displaying aggressive behavior).
- C. The animal suffers from a health condition that poses a threat to others.
- D. The animal is unclean or pest-ridden.
- E. The animal's presence results in a fundamental alteration of the university's program.
- F. The owner does not comply with Owner's Responsibilities in University Housing.
- G. The animal or its presence creates an unmanageable disturbance or interference within the university.

IX. Damages

- A. The owner is financially responsible for the actions of the Approved Animal including bodily injury or property damage. The owner's responsibility covers but is not limited to replacement of furniture, carpet, window, wall covering, and the like. The owner is expected to cover these costs at the time of repair and/or move-out.
- B. The owner's residence and/or work area may be inspected for physical damage, fleas, ticks, or other pests. If fleas, ticks, or other pests are detected through inspection, the residence or work area will be treated using approved fumigation methods by a

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university-approved pest control service. The owner will be billed for the expense of any pest treatment.

- C. The owner's residence and/or work area may be inspected to ensure it is being properly cleaned and that sanitary and safe conditions are being maintained. If required, the owner will be billed for the expense of the additional cleaning required.
- D. The owner is responsible for any expenses incurred for cleaning above and beyond a standard cleaning or for repairs to university premises that are assessed after the student and animal vacate the residence. The university shall have the right to bill the student account of the owner for unmet obligations.

X. Notice to Campus Community

If the animal resides with the student on campus, the Office of Residence Life and/or DSS may need to provide notice to certain members of the campus community living or working in close proximity to the animal. This information will be limited to notice about the animal's presence as an accommodation to student with a disability, and should not include information about the student's disability or the specific reason the animal is required. The number of people notice will be provided to will depend on the type animal and on the type of housing the student is living in each academic year.

XI. Areas Off Limits to Service Animals

The University may prohibit the use of service animals in certain locations because of health and safety restrictions (e.g. where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following areas: custodial closets, boiler rooms, facility equipment rooms, research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, motor pools, rooms with heavy machinery, and areas outlined in state law as being inaccessible to animals. Exceptions to restricted areas may be granted on a case-by-case basis by contacting DSS and the appropriate department representative; the person directing the restricted area has the final decision.

XII. Areas Off Limits to Emotional Support Animals

All areas except for privately assigned living space in housing are off limits to approved emotional support animals without prior authorization from DSS.



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By my signature below, I verify that I have read, understand and will abide by the requirements outlined here.

Owner Signature

Date

Disability Support Services Representative

Date

Residence Life Representative

Date

Section XII. Roommate/Suitemate Acknowledgement

(Only Applicable to Residences in Residence Halls and/or Apartment Shares)

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 DSS at 507. 457.1465 if the approved animal owner and I cannot come to an agreement.

Resident's Name

Date

Resident's Name

Date

Resident's Name

Date

Resident's Name

Date