

## 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 a companion animal that provides therapeutic benefits, such as emotional support and comfort, to an individual with a disability upon the recommendation of a 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 or mitigate some 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 any 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. A dog in-training is not considered a service animal. 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 a 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.

- F. **Owner** is the student 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 approved to do so by the Office of Residence Life.
- B. A student with a disability seeking the assistance of a service animal, must, like all other students with a disability, provide documentation of a disability and then engage in the interactive process with the university required by Section 504 of the Rehabilitation Act.
- C. If it is not readily apparent that the animal is a service animal, employees of the university may ask the student 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.
- D. Prior to allowing a Service Animal in university housing, the Owner is asked to complete the following steps:
1. Register your disability with the Office of Access Services.
  2. Sign the Saint Mary's Service/Emotional Support Animal Agreement (valid for one academic year).
  3. Provide an up-to-date vaccination record of the service animal from a licensed veterinarian.

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

A person requesting an emotional support animal must provide the Office of Residence Life with appropriate documentation at least ninety (90) days before prospective housing will be needed. The Office of Residence Life will review and verify the necessary documentation. This documentation includes, but is not limited to: verification of a disability, verification of all vaccinations and the health of the animal including all the necessary licensing.

Students making requests after housing has already been selected should note that even if the animal is approved, the student may need to wait until the following semester to bring the animal to campus.

In order for the student to qualify for the services of an emotional support animal as a reasonable accommodation for a disability, the university will consider the following criteria:

1. Does the person seeking to use and/or live with the emotional support animal have a disability ( i.e., a physical or mental impairment that substantially limits one or more major life activities)?
2. Does the person making the request have a disability-related need for an emotional support animal? In other words, does that animal provide emotional support that alleviates one or more of the identified symptoms or effects of the person's disability?

**Other Requirements:**

- A. A student is not permitted to live with an emotional support animal until approved to do so by Residence Life.
- B. The student must register with the Office of Access Services and have a documented disability on file.
- C. The student must complete an Emotional Support Animal Request Form that includes information about the student and the requested animal.
- D. The student must submit the Healthcare Provider Statement for an Emotional Support Animal. The form is to be completed by the current licensed, diagnosing mental health professional. The provider should not be related to the student. The form must be signed by the provider and include the office seal.
- E. The student must complete a signed Information Release Form allowing a university representative to correspond with the licensed, diagnosing mental health professional about the documentation accompanying the request.
- F. The Office of Residence Life will review the documentation in consultation with the Office of Access Services and the Jay Johnson Wellness Center.
- G. The university may assign or relocate the student to a specific building and/or room.
- H. The university reserves the right to not allow specific animals to reside in the residence halls as emotional support animals (i.e., exotic animals that pose a disease risk to humans). 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 university prior to allowing the animal to move-in.

- I. The accommodation of an emotional support animal is valid for one academic year.

#### V. Conflicting Disabilities

Students with medical condition(s) that are affected by animals (e.g. respiratory diseases, asthma, severe allergies) are asked to contact the Office of Residence Life 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 medical conditions that require accommodation when living in proximity to service or emotional support animals. The Office of Residence Life will resolve any conflict in a timely manner. The Office of Residence Life will consider the conflicting needs and/or accommodations of all persons involved. The Office of Residence Life may consult with the Office of Access Services and the Jay Johnson Wellness Center. In the event that an agreement cannot be reached, the Office of Residence Life'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 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.

Owners must not leave an emotional support animal alone in a room or apartment overnight. Animals may not be cared for by another student and must be taken with the student if they leave campus overnight or for a prolonged period.

The animal must be contained (crated or caged) whenever the student is not in their room.

In the event that an emotional support animal is left alone in a room or apartment for an extended period of time and is not being properly cared for, the Office of Residence Life will attempt to contact the owner or the emergency contact to remove the emotional support animal. If this is not successful, the Office of Residence Life may notify the appropriate authority and seek to have the animal removed. All costs associated with removing the animal shall be the responsibility of the owner.

- C. **Registration:** The owner is responsible for registering the service or emotional support animal with the Office of Residence Life.
- D. **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.
- E. **Training:** Service animals must be properly trained.
- F. **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.
- G. The student must notify the Office of Residence Life, in writing, if the animal is no longer needed or is no longer in residence.
- H. A student is allowed one ESA in residential housing. Service animals in training are not allowed in university housing.

## **VII. Expectations of Faculty, Staff, Students**

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

- 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 animal when:

- A. The animal poses a direct threat to the health or safety of others or suffers from a health condition that poses a risk to itself or others.
- B. The animal's behavior is unruly or disruptive to the community (e.g., excessive barking, aggressive behaviors, unpleasant odor, or damaging university property).
- D. The animal is unclean or pest-ridden.
- E. The animal's presence results in a fundamental alteration of the university's housing program, including but not limited to the following
  - 1. The size of the animal is too large for available assigned housing space;
  - 2. The animal's presence would force another individual from individual housing (e.g. a student who suffers from serious allergies);
  - 3. The animal's presence otherwise violates an individual's right to peace and quiet enjoyment; or
  - 4. The animal disrupts classes or labs.
- F. The owner does not comply with Owner's Responsibilities in University Housing (see Section VI).

### **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, etc. The owner is expected to cover these costs at the time of repair and/or move-out.
- B. The owner's residence and/or other university common spaces may be inspected for physical damage, fleas, ticks, or other pests as needed by university personnel. If fleas,

ticks, or other pests are detected through inspection, the area 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.

- C. The owner's residence and/or other university common spaces 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**

- A. The Office of Residence Life may notify members of the campus community as necessary.

**XI. Areas Off Limits to Service Animals**

- A. 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 the Office of Residence Life and the appropriate department representative; the person directing the restricted area has the final decision.

**XII. Areas Off Limits to Emotional Support Animals**

- A. All areas except for privately assigned living space in housing are off limits to approved emotional support animals without prior authorization from the Office of Residence Life. Emotional support animals are not permitted in any public, common spaces within the residence halls/apartments, including but not limited to community/shared bathrooms, lounges, dining rooms, indoor recreational rooms, computer labs and study rooms.

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

---

Owner Signature Date

---

Access 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 the Office of Residence Life 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