

# **Contractual Guidelines for Maintaining an Emotional Support Animal (ESA) within the Heidelberg University Residential Community**

## **I. Definitions**

(A) A Service Animal is an animal individually trained to do work or perform tasks for the benefit of an individual with a disability. These tasks include but are not limited to: guiding individuals with impaired vision; alerting individuals who are hearing impaired to intruders or sounds; providing minimal protection or rescue work; pulling a wheelchair; or fetching dropped items. (Outlined in ADA Policies)

(B) An Emotional Support Animal (ESA) is an animal selected to play an integral part of a person's treatment process. The ESA must demonstrate a good temperament and reliable, predictable behavior. An ESA is **not** a Service Animal. Unlike a service animal, an ESA does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. An ESA is incorporated into a treatment process to assist in alleviating the symptoms of that individual's disability. This treatment occurs within the person's residential room and therefore may be considered for access to university housing.

(C) An Animal (as the term is used in these guidelines) refers to an Emotional Support Animal.

(D) A pet is an animal kept for ordinary use and companionship. A pet is not considered a service animal or an ESA, and therefore, it is not covered by these guidelines. Pets are not permitted in University buildings, residence halls, houses, or apartments.

(E) To be allowed to have an ESA reside in campus housing, the student must first contact the Office of Disability Services and complete the appropriate documentation requirements.

## **II. Guidelines and Requirements**

(A) A person may keep an Animal in a university residence hall, house, or apartment as a reasonable accommodation if:

- (1) the person has a disability and has provided appropriate documentation to Disability Support Services;
- (2) the Animal is necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling; and
- (3) there is an identifiable relationship or nexus between the disability and the assistance the Animal provides.

(B) An Animal must be prescribed to an individual with a disability by a psychiatrist and approved by the University Office of Disability Services.

(C) Permission for an Animal in residence is granted for an approved Animal provided that its behavior, noise, odor and waste do not exceed reasonable standards for a well-behaved animal and that these factors do not create unreasonable disruptions for other residents. If the noise (crying, barking or meowing especially when student is not around) is excessive as judged by Residence Life staff, it may be grounds for the student to lose their accommodation to keep their animal on campus.

(D) The Animal must be contained within the student's room at all times, except when transported outside the private residential area. While student is away from assigned bedroom, the Animal must be contained using appropriate means (i.e. cage, kennel, aquarium, etc.). It may not be taken into hallways, lounges, bathrooms, laundry facilities, or other areas of the residence hall or apartment. It also cannot be taken into classrooms or other buildings on campus. Animals cannot be left alone in the room for extended periods of time, including overnight, school breaks, or other periods of leave. Owner is responsible for making off campus accommodations for Animal during such time. Alternative plans will be documented with the Disability Service Office.

(E) Students should have requested and provided all relevant documentation to the Disabilities Services Office on or before June 30<sup>th</sup> prior to the upcoming academic year.

### **III. Contractual Agreement for Emotional Support Animals**

Once a student has been determined to qualify to have an Animal by Disability Services, the following additional requirements must be met.

(A) The student is responsible for ensuring that all veterinarian-recommended vaccinations are completed and documented. Proof of vaccination must be provided to Residence Life and Housing before moving the Animal into the residence. Heidelberg University reserves the right to request an updated verification at anytime during the Animal's residency. Students with an Animal must adhere to all state, local and municipal statutes, codes and guidelines regarding animal care, vaccination, licensure, leash control, cleanup rules animal health, etc. Any animal found on campus not in compliance may be subject to removal or impounding by Residence Life or Security. Owners and/or handlers may be subject to disciplinary action.

(B) The student is responsible for properly containing and disposing of all animal waste in appropriate outside trash dumpsters. Litter boxes should be placed on mats on tiled or vinyl bathroom floor so that feces and urine are not tracked onto carpeted surfaces. All animal waste must be disposed of immediately into outside trash dumpsters. Animal waste found outside the residential facility where an Animal is living could be grounds for removal or impounding by Residence Life or Security. Owners and/or handlers may be subject to disciplinary action.

(C) The student residence may be inspected for fleas, ticks or other pests as needed by Krammes or Pest Control personnel. Residence Life & Housing staff will schedule the inspection. 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. Student will be billed for the expense of any pest treatment. If the problem reoccurs, the student may lose their accommodation to keep their animal on campus.

(D) The student must register the approved Animal with Disability Services and Residence Life by providing all necessary documentation.

(E) The student is responsible for assuring that the Animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there. Sensitivity to residents with allergies and to those who fear animals is important to ensure the peace of the residential community. Disability Services and Residence Life & Housing will work with students in situations where an accommodation for an Animal negatively impacts another student covered by the Americans with Disabilities Act. Housing relocation may be utilized to resolve such conflicts. The student is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.

(F) The student is financially responsible for the actions of the Animal and for all claims involving bodily injury or property damage. This includes, but is not limited to any replacement of furniture, carpet, window or wall covering as well as cleaning costs considered above the normal cleaning provided for rooms.

(G) The student must notify Residence Life and Disability Services in writing if the Animal is no longer needed as an emotional support animal or is no longer in residence. To replace one Animal with a different Animal, the student must file a new request.

(H) The student agrees to continue to abide by all other residential policies. An exception to the policy that otherwise would prohibit having an Animal does not constitute an exception to any other policy. Students may be charged with violations to the University Code of Conduct and or Residence Hall Regulations for significant residence hall disruptions caused by an Animal in their care.

(I) Should the Animal be removed from the premises for any reason, the student is expected to fulfill her/his housing obligations for the remainder of the housing contract.

(J) Residence Life has the authority to relocate a student and the Animal as necessary per current contractual agreements.

(K) Students must meet priority housing deadlines required for all students, and make request with reasonable advance notice to ODS and HU Residence Life & Housing in order for accommodation to occur.

(L) Any violation of the above rules may result in immediate removal of the Animal from Heidelberg University. If this occurs, the student has a right to appeal the decision through Disability Services.

The above student has provided documentation that supports a request for an emotional support animal.

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Office of Disability Services

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Date

By my signature below, I verify that I have read, and agree to abide by, all the guidelines outlined above.

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Student Signature

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Date

\*A copy of this contract will be forwarded to Residence Life and Housing

