



LIMESTONE
EQUITY AND INCLUSION OFFICE

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Limestone College Emotional Support Animal (ESA) Policy and Agreement

Limestone College is also committed to allowing Emotional Support Animals (ESAs) necessary to provide individuals who are differently-abled an equal opportunity to use and enjoy campus housing. This Policy explains the specific requirements applicable to an individual's use of an ESA in campus housing. Limestone College reserves the right to amend this Policy as circumstances require without prior notice. This policy applies solely to ESAs which may be necessary in campus housing under HUD/FHA. It does not apply to "service animals" as defined by the ADA.

Although it is the policy of Limestone College that individuals are generally prohibited from having animals of any type in campus housing, Limestone College will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an ESA that is reasonable as well as necessary because of a disability. However, no ESA may be kept in College housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

I. Definitions^[1]_[SEP]

A. Emotional Support Animal (ESA)

Emotional Support Animals (ESAs) provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual's disability, but which are not considered Service Animals under the ADA and Limestone College's Service Animal Policy. The question in determining if an ESA will be allowed in campus 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 enjoy campus housing and if the ESA's presence in campus housing is reasonable. However, even if the individual who is differently-abled establishes necessity for an ESA and it is allowed in campus housing, an ESA approved through this process is not permitted in other areas of the College (e.g. dining facilities, libraries, academic 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 an ESA into campus housing.

C. Equity and Inclusion Office

The Equity and Inclusion Office collaborates with individuals, faculty, and staff to ensure that individuals who are differently-abled have equal access to all Limestone College programs and activities.

II. Procedures for Requesting Assistance Animals in Campus Housing

The procedure for requesting ESAs follows the general procedures set forth in the

Housing Requests Based on Medical, Psychological or Disability-Related Needs Policy and Procedures and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the *Housing Requests Based on Medical, Psychological or Disability-Related Needs Policy and Procedures*, this Policy shall control.

The student must register and qualify for disability services. The following components are required for the process:

1. Complete the Housing Accommodations Request Form from which can be found at <http://my.limestone.edu/academic-resources/accessibility> or the Equity and Inclusion Office in Fort D, Room 201. If an individual requires assistance in completing the form due to being differently-abled, Equity and Inclusion will provide assistance in completing the form.
2. Provide documentation from a qualified medical professional using the ESA Medical Provider Form found at <https://my.limestone.edu/academic-resources/accessibility/accommodations> or the Equity and Inclusion Office in Fort D, Room 201. The form must be completed by a licensed professional who has relevant training and experience diagnosing and treating the reported condition and who is not related to the student.
3. In some cases, it may be necessary to meet with an Equity and Inclusion team member. The student may also be asked to meet with Residence Life staff to discuss housing accommodations. If the original request is denied, alternative accommodations that might effectively meet the individual's disability-related

needs can be discussed.

III. Criteria for Determining If Presence of the ESA is Reasonable

- A. Campus 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. If roommates/suitemates have objections to sharing their living quarters with the ESA, someone may be asked to shift to an alternative setting. Such decisions will be made on a case-by-case basis. Generally, only one animal per residence will be permitted. To ensure that the presence of ESAs is not an undue administrative burden or fundamental alteration of campus housing, Limestone College reserves the right to assign an individual with an ESA to a single room without a roommate.

- B. However, for all requests for ESAs, Limestone College 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 the College's 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 Limestone College property.

- C. Limestone College may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in

the making of housing assignments for individuals with ESAs:

- a) The size of the animal is too large for available assigned housing space;
- b) The animal's presence would force another individual from individual housing (e.g. serious allergies);
- c) The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
- d) The animal is not housebroken or is unable to live with others in a reasonable manner;
- e) The animal's vaccinations are not up-to-date;
- f) The animal poses risks from zoonotic disease or safety concerns regarding containment that cannot be sufficiently mitigated for inclusion in the communal living setting;
- g) The animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior toward or injuring the individual or others; or
- h) The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Limestone College will not limit room assignments for individuals with ESAs to any particular building or buildings because the individual needs an ESA because of a disability.

IV. Access to Campus Facilities by Emotional Support Animals

A. Emotional Support Animals

An ESA must be contained within the Owner's privately assigned individual living accommodations (e.g., room, suite, or apartment) except to the extent the individual 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. ESAs are not allowed in any campus facilities other than College residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

B. Dominion and Control

Notwithstanding the restrictions set forth herein, the ESA 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 campus housing.

V. Owner's Responsibilities for an Emotional Support Animal

If Limestone College grants an Owner's request to live with an ESA, the Owner is solely responsible for the custody and care of the ESA and must meet the following requirements:

A. General Responsibilities

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. Limestone College has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. Limestone College reserves the right to request documentation showing that the animal has been licensed. In the case of dogs, the animal must be at least 10 months of age (to ensure animal is housebroken) and have rabies vaccinations.

2. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner in an outside receptacle and, when provided, must use animal relief areas designated by Limestone 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 ESA and/or discipline for the responsible individual.
4. Limestone College will not ask for or require an individual with a disability to pay a fee or surcharge for an approved ESA.
5. An individual who is differently-abled may be charged for any damage caused by his or her 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 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. Limestone

College shall have the right to bill the Owner's account for unmet obligations under this provision.

6. The Owner must fully cooperate with Limestone 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 feces, etc.). Animals may not be bathed in campus housing facilities.
7. ESAs may not be left overnight in campus housing to be cared for by any individual other than the Owner. If the Owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the Owner. The Owner is responsible for ensuring that the ESA is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities. Student will provide an off-campus emergency contact should the student be unable to care for the ESA.
8. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual'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.
9. The animal is allowed in campus housing only as long as it is necessary because of the Owner's disability. The Owner must notify the Equity and Inclusion 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 when requesting a

different animal.

10. Limestone College personnel shall not be required to provide care or food for any ESA 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.
11. The individual must provide written consent for the Equity and Inclusion Office 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 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 individual's disability.

VI. Removal of an Emotional Support Animal. An animal may be removed if:

- A. the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
- B. the animal's presence results in a fundamental alteration of a Limestone College program;
- C. the Owner does not comply with the Owner's Responsibilities set forth above;
- D. the animal or its presence creates an unmanageable disturbance or interference with the College community.

Limestone 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 Equity and Inclusion and Residence Life. Generally, the animal must be removed within 48-72 hours after notification of noncompliance of this Policy. Once an animal is removed on a temporary basis, the Owner will be afforded all rights of due process and appeal as outlined in the Grievance Policy and Procedures found at <https://my.limestone.edu/academic-resources/accessibility/grievance-procedures> or in the Equity and Inclusion Office, Fort D, 201.

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

VII. Non-retaliation Provision

Limestone College will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an ESA.

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 *Housing Requests Based on Medical, Psychological or Disability-Related Needs Policy and Procedures Form* and *ESA Medical Provider Form*.

I have read and understand the ESA Animal Policy and Agreement and I agree to abide by the requirements applicable to ESAs. I understand that if I fail to meet the

requirements set forth in the Policy, Limestone College 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. If the student violates any aspects of this agreement, he/she may be referred to the Student Conduct Board for review of the failure to comply and the assignment of appropriate sanctions.

I furthermore give permission to the Equity and Inclusion Office to disclose to others impacted by the presence of my ESA (e.g., Residence Life staff, 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 ESA and/or resolving any potential issues associated with the presence of the ESA.

I further recognize that the presence of the ESA may be noticed by others visiting or residing in campus 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.

ESAs are approved for the student's current academic year only. _____/_____

Owner's Name (Please print) _____

Owner's Signature _____ Date _____

Equity and Inclusion Representative _____ Date _____

Residence Life Representative _____ Date _____

Emergency Contact Name, Address, and Phone Number

Updated 5/27/2020