Service and Emotional Support Animal Procedures

Definitions:

"Service animal" is a dog, (or in certain circumstances, a miniature horse for which the University has determined reasonable modifications can be made), specifically trained to do work or perform tasks for the benefit of and to accommodate the functional needs of an individual with a disability.

"Service-dog-in-training" is a dog tagged as a service dog in training by identification issued by the county clerk or animal control department and accompanied by a handler, duly licensed or authorized to train service dogs. Notwithstanding any other provisions of this policy, a service-dog-in-training must be leashed and properly tagged at all times.

"Handler" means an individual who is the owner and user of a service animal or emotional support animal, or the person bringing an animal onto University property.

"Emotional support animal" is any animal that is specifically designated by a qualified medical provider as affording an individual with a disability an equal opportunity to use and enjoy a dwelling or to perform essential functions of employment, provided there is a nexus between the individual's disability and the assistance the animal provides.

"Pet" means any animal that is not trained and employed as a service animal; not properly tagged and licensed as a service-dog-in-training; not approved by University's Accessibility Services Department as a necessary and reasonable housing-related disability; or not approved by the University's Office of Human Resources as a necessary and reasonable employment-related accommodation for a documented disability. All other animals are considered pets.

"University property" means all University campuses, buildings, areas and other real property owned, leased, or otherwise controlled by the University.

Procedure:

After the Director of Accessibility Services has approved the accommodation of a Service or Emotional Support Animal, the student is responsible for submitting the approved Service and Emotional Support Animal Procedure Acknowledgement and

Information Form to the Director of Residence Life and Student Conduct along with any other required documentation and payments for final approval. No service or emotional support animal may enter a housing facility until written approval has been granted.

In addition, the resident must notify the Director of Accessibility Services and the Director of Residence Life and Student Conduct (in writing) if the service animal is no longer needed as a service animal or the animal is no longer in residence. To replace a service animal with a new service animal, the resident must file a new request with the Director of Accessibility Services and follow the same procedures as before.

No animal will be permitted in University of La Verne Residence Halls that:

- 1. Is not approved by the Director of Accessibility Services.
- 2. Is not approved by the Director of Residence Life and Student Conduct.
- 3. Poses a direct threat to the health or safety of others.
- 4. Would cause substantial physical damage to the property of the University and other residents.
- 5. Would pose an undue financial and administrative burden to the University.
- 6. Would fundamentally alter the nature of the University's housing operations.

Standards For Approved Service Or Emotional Support Animals:

All roommates/suitemates of the owner must agree to allowing the service/emotional support animal to reside with them. In the event that one or more roommates/suitemates does not approve, either the owner and the service animal/emotional support animal or the non-approving roommates/suitemates, as determined by Housing and Residential Life, may be reassigned to a more suitable location. Sensitivity to individuals with allergies and to show who fear animals is important to ensure the integrity of the academic and residential community.

All approved service or assistance animals must comply with applicable laws regarding animals and their treatment and care and also meet the following standards:

DOGS:

- 1. All required immunizations must be up-to-date and a copy of the immunizations must be on file with Housing and Residential Life.
- 2. Rabies shots must be up-to-date and a copy of the immunizations must be on file with Housing and Residential Life.
- 3. Dogs must be spayed or neutered. A copy of the veterinarian's report must be on file with Housing and Residential Life.

- 4. Dogs must weigh no more than 40 pounds, or determined on a case by case basis.
- 5. Collars and tags, including their rabies tags, must be worn at all times. The dog must be kept on a leash at all times when outside the residence hall. Dogs must never be allowed to run freely.
- 6. Dogs must possess friendly and sociable characteristics. A specific dog can be restricted from the premises by the Director of Residence Life and Student Conduct based on any confirmed threatening or territorial behavior.
- 7. Dog obedience and training programs are highly recommended.

DOMESTIC CATS:

- 1. All required immunizations must be up-to-date and a copy of the immunizations must be on file with Housing and Residential Life.
- 2. Cats must be spayed or neutered. A copy of the veterinarian's report must be on file with Housing and Residential Life.
- 3. Cats must be spayed or neutered. A copy of the veterinarian's report must be on file with Housing and Residential Life.
- 4. Collars and tags must be worn at all times. The cat must be kept on a leash at all times when outside the residence halls. Cats must never be allowed to run freely.
- 5. Residents with cats must properly maintain litter boxes. In consideration of the health of the cat and occupants of the residence hall room/suite, cat litter box contents must be disposed of properly and regularly. The litter box must be changed with new cat litter, regularly, as outlined by the manufacturer.

ANY OTHER ANIMAL

To be considered on a case by case basis.

STANDARDS OF BEHAVIOR BY ANIMAL

Health, sanitary, safety and disruptive standards must be maintained as follows:

- 1. Animals require daily food and attention, as well as a daily assessment of their general health, behavior and overall welfare.
- 2. A service/emotional support animal must be harnessed, leashed, tethered, or in an animal carrier.
- 3. Animals cannot be left unattended overnight at any time. If the handler must be away, they must either take the animal with them.
- 4. The handler is financially responsible for the actions of the approved service/emotional support animal. These actions include bodily injury and/or property damage and handlers must take appropriate precautions to prevent it.

- 5. Cost of care and maintenance of the health and well-being of the animal are the sole responsibility of the handler. The animal must abide by local ordinances regarding vaccinations and proper licensure.
- 6. All animals must be placed in a cage/kennel when the handler is not present in the Residence Hall room. The handler must be present when the animal is out of the cage.
- 7. The animal must be in a cage when maintenance is being performed in the residence hall room. The handler must also be present when maintenance staff are completing work orders.
- 8. The animal is expected to follow all policies. Efforts should be made to keep the service/emotional support animal quiet during quiet hours and as a general courtesy to others.
- 9. Animals must be housebroken. Waste cleanup is the sole responsibility of the owner. The waste should be disposed in an outside dumpster/trashcan. All waste acquired indoor or outdoor must be immediately retrieved, place in a plastic bag, and securely tied before being disposed of in an outside dumpster/trashcan. Animal waste must not be disposed of in university plumbing.
- 10. The handler is required to provide the university with emergency contact information for a person who could care for the animal if the handler is unable to care for the animal at any time.
- 11. The service/emotional support animal must not display behaviors or noises that are disruptive to others.
- 12. The animal should generally stay in the assigned room as a courtesy to other students. The animal should not be in common areas of the residence halls. Animals must not be taken into residence hall offices/ administrative offices, commons space or student living areas.
- 13. The student is responsible for how their animal interacts and affects the community. Sensitivity to campus community members that have allergies and to those who fear animals is important to ensure a positive community (especially in the residence halls). ESA must be with the handler when it is in common use areas.
- 14. The animal should wear an identification tag with the owner's contact information in case of an emergency.
- 15. Routine maintenance of the animal is expected and included flea and tick prevention, de-worming, and regular health care. Residence life will inspect the residential unit on normal Health and Safety checks. If fleas, ticks, or other pests are detected through inspection, the student will be responsible for the financial cost to mitigate the pest problem. The student is again responsible for any odor, cleanliness, or property damage of the unit.
- 16. Animals must not be allowed to disrupt others, (e.g., barking continuously, growling, yowling, howling, etc.). Animals which constitute a threat or nuisance to staff, residents, or property, as determined by the Director of Residence Life and Student Conduct, must be removed within seven days of notification. If the

Director of Residence Life and Student Conduct determines that the animal poses an immediate threat, animal control may be summoned to remove the animal. If the behavior of an animal can be addressed by the handler and the handler can change the behavior of an animal so that the pet does not have to be removed, then a written action plan must be submitted by the handler. The action plan must outline the action that will take place to alleviate the problems and also must give a deadline as to length of time the plan will take. Any action plan must meet the approval of the Director of Residence Life and Student Conduct.

- 17. If animal neglect or abuse is suspected, the University will report this information to Animal Care and Control and/or the La Verne Police Department. An animal should not be left alone in university housing for extended time.
- 18. If an animal in residential housing must be left alone, it should be caged/kenneled. The animal should not be left alone for long periods of time. The handler should he present when the animal is out of the cage/kennel.
- 19. The handler is responsible for instructing others on how to interact with the animal and setting clear boundaries. The animal should not be handled by another student without the handler present.
- 20. Secondary containment/carpet protection is required for cages/kennels and litter boxes in University housing.
- 21. Animal accidents within the residence hall rooms/suites must be promptly cleaned up using appropriate cleaning products. Any need for carpet replacement, including cost of materials and labor, is the responsibility of the handler. Any need for carpet replacement will cost a minimum of \$600.
- 22. The handler will notify Housing and Residential Life if the animal has escaped its confines and is unable to be located within four hours.
- 23. The handler must carry with them the approved assistance animal id. If the handler is questioned, the handler must give the id as documentation to show any staff member the animal is approved.
- 24. Housing staff will conduct monthly inspections to ensure proper care of premises.

CLEANING AND DAMAGES:

- 1. When the handler moves out of their room, or no longer owns the animal, the room/suite will be assessed to determine if damage to University property can be attributed to the animal. Housing and Residential Life maintains the right to conduct room/suite inspections each semester for the purpose of assessing damage caused by the animal or otherwise determine the resident's compliance with this procedure. Property damage may include replacement of carpet, blinds, furniture.
- 2. The handler has an obligation to make sure that the room/suite is as clean as the original standard. If the room/suite has carpeting, this also includes regular

- vacuuming and spot cleaning. Damages and extraordinary cleaning caused by the animal are the responsibility of the handler. Replacement or repair of damaged items will be the financial responsibility of the handler. The handler is expected to cover all costs of returning the property to original condition.
- 3. Housing and Residential Life shall have the right to bill the resident's account for necessary repair and/or replacement costs.

Any violation to the above policies will be reviewed through the University of La Verne Conduct Administrative process and the handler will be afforded all rights of due process and appeal as outlined in that process. Violations concerning any of the aforementioned may result in the handler having to find alternative housing off-campus for the animal and, as warranted, may also result in the handler being in breach of their housing contract.

Should the service/emotional support animal be removed from the premises for any reason, the handler will be required to fulfill his/her housing obligations for the remainder of their contracted period. See https://laverne.edu/housing/wp-content/uploads/sites/43/2018/03/2018-2019-Student-Housing-Terms-Conditions.pdf for Terms and Conditions.

University of La Verne ID Number:	
Resident's Name:	
Resident's Cell Phone:	
Resident's Email:	
ANIMAL INFORMATION:	
Animal Name:	
Animal Type:	Animal Breed:
Veterinarian Name:	Veterinarian Phone:
Most Recent Rabies Vaccination Date (Records must be attached):	
Most Recent Immunizations Date (Records must be attached):	
Spayed or Neutered Date (Records must be attached):	
EMERGENCY CONTACT INFORMATION FO	OR ANIMAL:
Name:	
Relationship to Resident:	
Phone number:	

I have read and agree to abide by all the terms of the Animals on University Property Policy. I understand that if I have concerns, questions, or need assistance that I will contact Accessibility Services.		
Resident Signature	Date	
Parent Signature (for students under 18)	Date	

CONSENT OF SUITEMATE(S)/ROOMATE(S):

Suitemate/Roommate Signature	Date
Suitemate/Roommate Signature	Date
Suitemate/Roommate Signature	Date
Suitemate/Roommate Signature	Date
Suitemate/Roommate Signature	 Date