

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

## **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 sound; providing minimal protection or rescue work; pulling a wheelchair; or fetching dropped items.

(B) A Service Animal in Training are not recognized by federal law but are recognized by Ohio Revised Code 955.43. However, puppy rearing (for dogs under six months of age) focused on socialization is general obedience training is not typically considered to be in training. Service Animals in Training must have a liability insurance policy provided by the nonprofit agency sponsoring the training.

(C) 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 residence and therefore may be considered for access to university housing.

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

(E) 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 residence halls or apartments.

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 or apartment as a reasonable accommodation if:

- (1) the person has a disability;
- (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) The approval of a specific animal for an ESA may be subject to several considerations (e.g., the age of the animal, the space needed to house the animal, the care and feeding requirements, the risk of infectious disease in the communal living setting, etc.). As such, the University reserves the right to limit approval of proposed ESAs to animals that do not pose health or safety concerns or significantly

disrupt the residence hall living environment for others.

(C) The University has determined that the residence hall setting, in most cases, is not an appropriate environment in which to raise a young puppy. Generally, dogs must be at least 6 months of age and have received their vaccinations before they can live in-residence in University housing.

(D) An Animal must be prescribed to an individual with a disability by a healthcare or mental health professional. \* Which means that such healthcare or mental health professional who can affirm that the ESA alleviates at least one of the identified symptoms or effects of the existing disability. Generally, such documentation will come from a treating healthcare or mental health provider in Ohio, or the student's home state. \* Wright State University's Counseling & Wellness Services cannot provide ESA related documentation.

(E) Generally, only one ESA is approved for residence. 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.

(F) The Animal must be contained within the student's room at all times, except when transported outside the private residential area. When the animal is transported outside of the residential area it must be leashed or in a transport carrier. 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.

(G) Request for an ESA should be made 30 days or more prior to it being in residence. Wright State University cannot assure that the request for an ESA can be met if the request is made with less than 30 days' notice. Given housing limitations, the University's ability to approve a request may be significantly decreased when the request is not timely submitted (including when the need for an ESA develops after the deadline). In the event that an individual requests approval of an ESA without meeting this time frame and one or more current roommates do not approve, Residence Life and Housing will make every effort to find another location for the individual to reside with the ESA. If another location is not available, the individual may have to wait to bring the ESA to campus until another housing assignment can be made, which may mean waiting until the next semester commences and /or being assigned to a single room.

### **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. The Wright State University reserves the right to request an updated verification at any time 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 police. 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.

(C) The student residence may be inspected for fleas, ticks or other pests as needed by University 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 the control, care and supervision of their ESA at all times, as well as 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.

(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 WSU 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 the Wright State 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.

\_\_\_\_\_  
Office of Disability Services Staff Print Name

\_\_\_\_\_  
Office of Disability Services Staff Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Student Print Name

\_\_\_\_\_  
UID

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

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