The College of Wooster Policy on Pets, Service Animals, and Emotional Support Animals for Students

With the exception of approved Service or Emotional Support Animals (ESA) for students with disabilities, animals, including pets (with the exception of fish), are not permitted in College of Wooster student housing.

The College of Wooster is committed to providing reasonable accommodations to qualified students with disabilities. Students with disabilities who require the use of Service or ESA as a reasonable accommodation may be permitted to bring such animals on campus provided that they comply with The College’s policies regarding such animals. Students who seek to bring a Service or ESA to campus must first contact the Learning Center (330-265-2595), the office which coordinates disability accommodations for the College of Wooster. The Learning Center will determine, on a case-by-case basis, approval of student’s request for a Service or Emotional Support Animal. When necessary and appropriate to the determination, the Learning Center will collaborate with other offices on campus, and may share information related to the student’s request on a confidential, need-to-know basis. In making this determination, The Learning Center will consider the needs of the student as well as the impact of the animal on the campus community. Students seeking to have a Service or Emotional Support Animal in residential housing must submit a request for review each academic year. The approval of a request is animal-specific and is not transferable to another animal.

A request for a Service Animal or an ESA should be submitted at the same time housing selection begins for housing, if the need is known at that time. The animal must not be in residence prior to approval by the Learning Center. Students and their roommates who have an unapproved animal in their residence are subject to the following: First offense: $300 fine and referral to the Student Judicial system; Second and subsequent offenses: $500 fine and further judicial action up to and including suspension. Regular follow up visits will be made to ensure that the animal has been removed.

**Section I. Definitions**

*Service Animal*

A "Service Animal" is any dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. In some cases, a miniature horse may be permitted as a Service Animal. Other animals do not qualify as Service Animals. Examples of work or tasks provided by a Service Animal include, among others, guiding a person with impaired vision, alerting a person with a hearing impairment, pulling a wheelchair, and alerting and protecting a person who is having a seizure. 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 functional limitations of the person’s disability. Animals whose sole function is to provide comfort or emotional support do not qualify as Service Animals.

*Emotional Support Animal*

“Emotional Support Animals” are (1) animals that provide assistance, or perform tasks for the benefit of the person with a disability, or (2) animals that provide emotional support which
alleviates one or more identified symptoms or effects of an individual’s disability. Some, but not all, animals that assist persons with disabilities are professionally trained. Other ESAs are trained by their owners. Unlike a Service Animal, an Emotional Support Animal 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. ESAs may be considered for access to college housing, however, they are not permitted in other areas of the college (e.g. libraries, academic buildings, classrooms, labs, student center, etc.).

*Pet*

A “pet” is an animal kept for ordinary use and companionship. A pet is not considered a Service or an Emotional Support Animal. Students are not permitted to keep or bring pets on college property or in housing, with the exception of fish in a 10 gallon fish tank.

*Approved Animal*

An “Approved Animal” is a Service or an Emotional Support Animal that has been permitted in The College of Wooster’s housing as a reasonable accommodation under this policy.

*Owner*

The “Owner” is the resident student who has been permitted to keep an Approved Animal in housing under this policy.

**Section II. Service Animals**

A resident student seeking to keep a Service Animal in housing must make a formal request to the Learning Center. To do so, the resident student must submit a completed Housing Accommodation Request Form, a Disability Information and Verification form, and appropriate documentation from a medical provider by the deadline established for medical requests. If the need for the Service Animal arises after the student is already placed in housing, then the student should provide the required request form and disability documentation to the Learning Center at least 30 days prior to the date the student would like to bring the animal to campus housing.

When the need for a Service Animal is not readily apparent, the College may request additional documentation in support of the request for the purpose of verifying the student’s disability, and determining whether an animal qualifies as a service animal, namely: (i) that the Service Animal is required due to the functional limitations of the requesting student’s disability, (ii) what work or tasks the Service Animal has been trained to perform for the benefit of the requesting student, (iii) whether the Service Animal in question would pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, and (iv) whether the Service Animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Any necessary documentation must be dated within the last 12 months.

After receiving completed documentation, the Learning Center will arrange a meeting with the requesting student. This policy will be reviewed with the resident student at that time.

When necessary and appropriate, the Learning Center will collaborate with other college offices, including the Dean of Student’s Office, to determine if there are any issues that may negatively impact the requesting student’s ability to effectively control and provide a safe environment for the Service Animal. Once the Learning Center completes its review, the decision of the Learning Center
will be provided in writing to the student.

The requesting student may appeal a denial of a request for a Service Animal within five business days to the ADA/504 Coordinator using the Accommodation Appeal Form. The decision of the ADA/504 Coordinator is final.

If the request for a Service Animal is approved, the requesting student will be asked to sign a Handler Agreement that includes the provisions of this policy.

If the request for a Service Animal is approved, Residential Life staff will make a reasonable effort to notify the other residents in the housing where the Service Animal will be located. This notice will be limited to information about the animal’s presence; there will be no disclosure of the student’s disability. Other resident students with medical condition(s) who are directly and negatively impacted by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the Learning Center if they have a health or safety related concern about exposure to a Service Animal. Such affected students may be eligible for a disability accommodation when living in proximity to a Service Animal.

The Learning Center and Residential Life staff will collaborate, as necessary, to resolve conflicts related to a Service Animal. Staff members will consider the needs and/or accommodations of all resident students involved.

All roommates of the Owner must agree that the Service Animal will be in residence with them. In the event that one or more roommates do not approve, either the Owner and the Service Animal or the non-approving roommate(s), as determined by the Residential Life staff, may be moved to a different location.

The behavior, noise, odor, and waste of a Service Animal must not exceed reasonable standards and these factors must not create an unreasonable disruption for residents and Residential Life staff. Dangerous animals are not permitted.

The following pertains to the health and well-being of a Service Animal:

- Vaccination: In accordance with local ordinances and regulations, the Service Animal must receive all required and/or recommended immunizations against diseases. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Local licensing requirements must be followed. The college may request updated verification regarding a Service Animal’s vaccinations at any time during the animal’s residency.

- Health: Service Animals must be in good health as documented annually by a licensed veterinarian. Appropriate documentation will be determined on a case-by-case basis, but may include a vaccination certificate or veterinarian’s statement regarding the animal’s health. The college has authority to direct that the Service Animal receive veterinary attention in appropriate circumstances.

- Training: Service Animals must be individually trained to do work or perform tasks for the benefit of the individual with a disability
• Control: The Owner must be in full control of the Service Animal at all times. The Service Animal must generally be on a leash, harness, or other tether unless the Owner’s disability prevents its use, or the use of one would interfere with the Service Animal’s ability to be of service.

• Cleanliness: It is the Owner’s responsibility to remove and properly dispose of any waste. A Service Animal must be clean and well groomed, and measures should be taken at all times for flea and odor control. If fleas, ticks, or other pests are detected through inspection, the undergraduate housing will be treated using approved fumigation methods by college’s approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond normal required pest management. The Owner will be held responsible for any room damages including the excessive cleaning or replacement of the carpet, just as all residents are responsible for damages to property.

• Other Conditions: The Learning Center and/or Residential Life may place other reasonable conditions or restrictions on the Service Animal depending on the particular facts and circumstances, including the nature and characteristics of the Service Animal.

Section III. Emotional Support Animals

Under the Fair Housing Act (FHA) a person with a disability may keep an emotional support animal in the individual’s dwelling when there is an established need for the therapeutic nature of the animal that is connected to the individual’s disability. An Emotional Support Animal provides emotional support to persons with disabilities who have a disability related need for such support. The ESA must be indicated as necessary for an individual with a disability by an appropriate and relevant healthcare professional.

A resident student seeking to keep an Emotional Support Animal in housing must make a formal request to the Learning Center. To do so, the resident student must submit a completed Housing Accommodation Request Form, a Disability Information and Verification form, and appropriate documentation from a medical provider by the deadline established for medical requests along with the application for housing by the deadline established prior to Room Lottery. If the need for the Emotional Support Animal arises after the student is already placed in housing then the student should provide the required request form and disability documentation to Learning Center at least 30 days prior to the date the student would like to bring the animal to housing.

When the need for an Emotional Assistance Animal is not readily apparent, the college may request additional clarification and medical documentation from a physician, psychiatrist, social worker, or other mental health professional, including (i) verification of the student’s disability, (ii) statement on how the animal serves as an accommodation for the documented disability, (iii) statement on how the need for the assistance animal relates to the ability of the student to use and gain benefit from college housing; (iv) statement on whether the animal in question would pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, and (v) statement on whether the animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Any necessary documentation must be dated within the last 12 months.

After receiving completed documentation, the Learning Center will arrange a meeting with the
requesting student. This policy will be reviewed with the resident student at that time.

When necessary and appropriate, the Learning Center will collaborate with other college offices, including the Dean of Student’s Office, to determine if there are any issues that may negatively impact the requesting student’s ability to effectively control and provide a safe environment for the Emotional Support Animal. Once the Learning Center completes its review, the decision of the Learning Center will be provided in writing to the student.

The requesting student may appeal a denial of a request for an Emotional Support Animal within five business days to the ADA/504 Coordinator using the Accommodation Appeal Form. The decision of the ADA/504 Coordinator is final.

If the Emotional Support Animal is approved, the requesting student will be asked to sign a Handler Agreement that includes the provisions of this policy.

If the request for an Emotional Support Animal is approved, the Residence Life staff will make a reasonable effort to notify the other residents in the undergraduate housing where the Emotional Support Animal will be located. This notice will be limited to information about the animal’s presence; there will be no disclosure of the student’s disability. Other resident students with medical condition(s) who are directly and negatively impacted by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact Learning Center if they have a health or safety related concern about exposure to an Emotional Support Animal. Such affected students may be eligible for a disability accommodation when living in proximity to an Emotional Support Animal.

The Learning Center and Residence Life staff will collaborate, as necessary, to resolve conflicts related to an Emotional Support Animal. Staff members will consider the needs and/or accommodations of all resident students involved.

All roommates or suitemates of the Owner must acknowledge that the Emotional Support Animal will be in residence with them in writing. In the event that one or more roommates or suitemates do not approve, either the Owner or the Emotional Support Animal or the non-approving roommates or suitemates, as determined by the Residence Life staff, may be moved to a different location.

The Owner must comply with the following provisions regarding behavior and care of an Emotional Support Animal:

1. The behavior, noise, odor, and waste of an Emotional Support Animal must not exceed reasonable standards and these factors must not create an unreasonable disruption for residents and Residential Life staff.
2. Dangerous, poisonous, and illegal animals are not permitted.
3. The Emotional Support Animal must be contained within the student room at all times, except as required for transportation off-campus or to eliminate waste. While outside the Owner’s undergraduate housing, the animal must be in an animal carrier or controlled by leash or harness.
4. When transporting the animal outside housing, the Owner of an Emotional Support Animal shall carry an approved Accommodation Letter from the Learning Center documenting that the animal is an Approved Animal.
5. Emotional Support Animals are only permitted in the Owner’s room in undergraduate
housing.
6. Emotional Support Animals are not permitted in other Wooster facilities, including dining areas, classrooms, and other common areas.

The following pertains to the health and well-being of an Emotional Support Animal:

- Vaccination: In accordance with local ordinances and regulations, the Emotional Support Animal must receive all required and/or recommended immunizations against diseases. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Cats should have the normal shots required for a healthy animal. Local licensing requirements must be followed. The College may request updated verification regarding an Emotional Support Animal’s vaccinations at any time during the animal’s residency.

- Health: Emotional support Animals must be in good health as documented annually by a licensed veterinarian. Appropriate documentation will be determined on a case-by-case basis, but may include a vaccination certificate or veterinarian’s statement regarding the animal’s health. The college has authority to direct that the Emotional Support Animal receive veterinary attention in appropriate circumstances.

- Control: The Owner must be in full control of the Emotional Support Animal at all times. The Emotional Support Animal must generally be on a leash, harness, or other tether (or in an appropriate cage,) while in undergraduate housing, unless the Owner’s disability prevents its use, or the use of one would interfere with the Emotional Support Animal’s ability to be of service. The college will make such determinations on a case-by-case basis and notify the Owner about leash or cage requirements.

- Cleanliness: It is the Owner’s responsibility to remove and properly dispose of any waste. An Emotional Support Animal must be clean and well groomed, and measures should be taken at all times for flea and odor control. If fleas, ticks, or other pests are detected through inspection, the residence hall will be treated using approved fumigation methods by The College of Wooster’s approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond normal required pest management. The Owner will be held responsible for any room damages including the excessive cleaning or replacement of the carpet, just as any other resident is responsible for damage to property. This will be noted on the Room Condition form and during the Health and Safety Inspections.

- Other Conditions: The Learning Center and/or Residence Life may place other reasonable conditions or restrictions on the Emotional Support Animal depending on the particular facts and circumstances, including the nature and characteristics of the Emotional Support Animal.

Section IV. Owner’s Responsibilities for Approved Animals in Housing

The Owner is responsible for assuring that the Approved Animal does not unduly interfere or adversely affect the routine activities of other residents and neighbors. In addition, the Approved Animal must not pose a threat to the health, safety, or property of anyone in the community. If the
college determines that the Approved Animal threatens the health, safety, or property of anyone in the community, or that the Approved Animal is adversely affecting Wooster programs and activities, the college will take appropriate measures, up to and including a determination that the Approved Animal may no longer be permitted on campus.

The care and supervision of the Approved Animal is solely the responsibility of the Owner. The Owner is responsible for ensuring the safety of the Approved Animals and the community. The Owner must not have any past or current student conduct issues that may impact the Owner’s ability to care for and effectively control an animal. In addition, the Owner must not have a history of abuse or irresponsible behavior related to the Approved Animal or others that negatively impacts the Owner’s ability to ensure the safety of the Approved Animal community. If Wooster determines that such conduct issues are negatively impacting the safety of the Approved Animal or the community, the college will take appropriate measures, up to and including a determination that the Approved Animal may no longer be permitted on campus.

The Owner is responsible for ensuring the cleanup of the Approved Animal’s waste (e.g. urine, excrement, fur, cage shavings, etc.) in an approved area. Animals, their crates, litter boxes and other related materials may not be cleaned in the common bathrooms. Indoor animal waste must be placed in a sturdy plastic bag before disposal.

A paw print decal will be affixed outside the Owner's unit as a notification to the Facilities Staff that an animal resides in the unit. The Owner or a roommate needs to be present during any scheduled maintenance visit.

The Owner is financially responsible for the Approved Animal, including for any bodily injury or property damage caused by the Approved Animal. The Owner’s financial responsibility may include replacement of furniture, carpet, window, wall covering, and costs of damage to other college owned property, just as any other resident would be responsible for damage. The Owner is expected to cover these costs at the time of repair and/or move-out.

The Owner is responsible for any expenses incurred for required cleaning above and beyond a standard cleaning or for repairs to college premises, just as any other resident would be responsible. Any such damages will be assessed after the Owner and Approved Animal vacate housing. The college shall bill the student account for unmet obligations.

The Owner must notify the Learning Center in writing if the Approved Animal is no longer needed or is no longer in residence. To replace an Approved Animal, the Owner must file a new Housing Accommodation Request Form pursuant to Section II or Section III of this policy, as appropriate.

The Owner's residence may be inspected for pests as needed. Residential Life staff will schedule any such inspection. If pests are detected upon inspection, the residence room or hall will be treated using fumigation or other methods by a college-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond routine pest management in the residence halls.

From time to time, the college may use pesticides, pest control devices, de-icing materials, cleaning supplies, and other materials for the maintenance and operation of undergraduate housing. The college is not responsible for any harm to Approved Animals caused by such materials.
Approved Animals may not be left overnight in housing without notification to and approval by Residence life.

Residence Life may relocate the Owner and Approved Animal as necessary according to the College of Wooster’s housing contract.

The Owner agrees to continue to abide by all other college policies, including housing policies. Any violation of this policy may result in immediate removal of the Approved Animal from the college. Reported violations may be reviewed by the Office of Student Life in accordance with the Student Code of Conduct.

Should the Approved Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of The College of Wooster housing contract term.