

Juniata College Emotional Support Animal Policy

Juniata College recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and is committed to allowing students with disabilities the use of a Service Animal on campus to facilitate their full participation and equal access to the College’s programs and activities. Please refer to the College’s [Service Animal Policy](#) for further information.

Juniata College is also committed to allowing Emotional Support Animals when they are necessary to provide students with disabilities an equal opportunity to use and enjoy College Housing. This Policy explains the specific requirements applicable to a student’s use of an Emotional Support Animal in College Housing. This Policy does not apply to Service Animals as defined by the ADAAA. Juniata College reserves the right to amend this Policy as circumstances require. To the extent that the requirements and procedures in this Policy conflict with any existing policy for housing accommodations, this Policy shall control.

Although it is the policy of Juniata College that students are generally prohibited from having animals in College Housing (only fish with a maximum of 10-gallon tank are permitted), Juniata College will consider a request by a student with a disability for reasonable accommodation from this prohibition to allow an Emotional Support Animal that is necessary because of a disability and reasonable. *However, no Emotional Support Animal may be kept in College Housing at any time prior to the student receiving approval as a reasonable accommodation pursuant to this Policy.*

I. Definitions

- A. Emotional Support Animal** “Emotional Support Animals” are a category of animals that provide necessary emotional support to a student with a mental or psychiatric disability that alleviates one or more identified symptoms of a student’s disability, but which are not considered Service Animals under the ADAAA and [Juniata College’s Service Animal Policy](#). Emotional Support Animals providing the necessary support to students with disabilities can do so without any formal training or certification. Dogs are commonly used as Emotional Support Animals, but any animal may serve a student with a disability as an Emotional Support Animal. The question in determining if an Emotional Support Animal will be allowed in College Housing is whether or not the Emotional Support Animal is necessary because of the student’s disability to afford the student an equal opportunity to use and enjoy College Housing and its presence in College Housing is reasonable. However, even if the student with a disability establishes the necessity for an Emotional Support Animal and it is allowed in College Housing, the Emotional Support Animal is not permitted in other areas of the College (e.g. dining facilities, the library, academic buildings, athletic buildings and facilities, classrooms, labs, administrative offices, outdoor events, etc.).
- B. Owner** The “Owner” is the student who has requested the accommodation and has received approval to bring an Emotional Support Animal into College Housing.

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II. Procedures for Requesting Emotional Support Animals in College Housing

- A.** A student with a disability requesting an Emotional Support Animal should review pertinent information found on the Student Accessibility Services website regarding the Emotional Support Animal request process: If there are additional questions please contact the Director of Student Accessibility Services. The student will need to review this Policy, sign the “Acknowledgement and Release of Information Consent” form, obtain signature from roommate(s) on the Roommate Agreement, complete and sign the “ESA Emergency Agreement Form,” and submit the “Request for Information Regarding Emotional Support Animal” form. The “Request for Information Regarding Emotional Support Animal” form must be completed by a qualified professional who has knowledge of the student’s mental health disability. Generally, to provide support for this request, we are looking for documentation from a third-party professional who is currently treating the student and is qualified in the area of mental health diagnosis and treatment. The College reserves the right to reject information provided by a health care provider for an ESA if the information submitted does not adequately support the need for an ESA in the College’s opinion. Also, the College reserves the right to seek the opinion of another healthcare provider when determining the eligibility of the need for an ESA. The Director of Student Accessibility Services will consult with Residential Life in deciding on a case-by-case basis whether the presence of an Emotional Support Animal is reasonable.

III. Emotional Support Animal

- A.** A request for an Emotional Support Animal may be denied as unreasonable if the presence of the animal:
1. Imposes an undue financial and/or administrative burden.
 2. Fundamentally alters College Housing policies.
 3. Poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including College property.
- B.** Juniata College may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in determining the housing assignments for students with Emotional Support Animals:
1. The size of the animal is too large for available assigned housing space
 2. The animal’s presence would force another student from their individual housing (e.g. serious allergies)
 3. The animal’s presence otherwise violates a student’s right to peace and quiet enjoyment
 4. The animal would adversely affect the other residents of the residence hall
 5. The animal is not housebroken or is unable to live with others in a reasonable manner
 6. The animal’s vaccinations are not up-to-date
 7. The animal poses or has posed in the past a direct threat to the Owner or others such as aggressive behavior towards or injuring the Owner or others
 8. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear

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C. Types of ESAs

Definition: An Emotional Support Animal (ESA) is an animal that provides therapeutic emotional support for an individual with a diagnosed mental or psychiatric disability. Unlike service animals that are trained to perform specific tasks that are important to the independence or safety of their disabled handler, ESAs are generally not trained to perform disability-specific tasks. Their therapeutic support is a function of their presence and interaction with the person with a mental or psychiatric disability. ESAs are not pets, but they typically are animals commonly kept in households as pets. An ESA may be a dog (most common), cat, small bird, rabbit, hamster, gerbil, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure. Under recent guidance from HUD, reptiles (other than turtles), barnyard animals, monkeys, and other non-domesticated animals are not considered common household animals. Exceptions to these guidelines regarding animals serving as ESAs will be considered on a case-by-case basis.

Dog

1. At least one year old
2. Less than 40 pounds when fully grown
3. All immunizations must be up to date and kept up to date while on campus.
4. Dogs must have a current licensed and a copy of the license kept on file at Campus Life
5. Dogs must be spayed or neutered. A copy of the vet report must be provided and kept on file at Campus Life
6. Must be free of fleas and ticks
7. Dogs must be housebroken
8. Collars and tags with owner's name and phone number must be worn at all times.
9. Dog must always be kept on a leash when outside the owner's residence.
10. Dog must possess friendly and social behavior.
11. Obedience and training programs are highly recommended.

Domestic Cat

1. Feral cats are not permitted to be used as support animals.
2. All required immunizations must be up to date and kept up to date while on campus.
3. Cats must be spayed or neutered, documentation must be submitted.
4. Must be free of fleas and ticks.
5. Cats must be housebroken.
6. Collars and tags with the owner's name and phone number must be worn. Cats should be kept in a closed carrier when being transported from the owner's residence.

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Other Animals

1. Animals other than dogs and cats will be considered on an individual assessment that relies on an objective evidence about the specific animal's appropriateness and conduct. Animals that can carry zoonotic diseases, as well as dangerous, poisonous, or illegal animals are not permitted.
 2. Must follow all local ordinances.
 3. For animals that do not require immunization or vaccinations, the owner must provide the Campus Life Office with documentation of a 'clean bill of health' from a licensed veterinarian.
- D. Juniata College will not limit room assignments for students with Emotional Support Animals to any particular building or buildings because of a student's disability-related need for an Emotional Support Animal.

IV. Access to College Facilities by Emotional Support Animals

- A. **Privately Assigned Individual Living Accommodations** An Emotional Support Animal must be contained within the Owner's privately assigned individual living accommodations (e.g. room, suite, apartment, house) except to the extent the individual is taking the animal out for natural relief. When an Emotional Support Animal is outside the private individual living accommodations, it must be in an animal carrier or controlled by leash or harness. Emotional Support Animals are not allowed in any College facilities other than the College Housing facility (e.g. residence halls, apartment buildings, etc.) to which the Owner is assigned. Emotional Support Animals are not allowed at outdoor campus events, both on or off campus.
- B. **Dominion and Control** Notwithstanding the restrictions set forth herein, the Emotional Support Animal 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 College Housing.

V. Owner's Responsibilities for Emotional Support Animals

- A. If the College grants a student's request to live with an Emotional Support Animal, the Owner is solely responsible for the custody and care of the Emotional Support Animal and must meet the following requirements.
- B. Owner has to have a pre-established relationship with the animal. Rare exceptions to this rule must be supported by sufficient documentation.
- C. The emergency contact must be able to remove the animal within 24 hours of owner's departure from campus or inability to care for the animal. By listing this contact, the owner is giving permission for college personnel to contact this person if they leave campus without intending to return or are unable to care for the animal.
- a. In the event the owner does not have an emergency contact or the designated person is unable to take the animal in a timely manner, the college will attempt to have the animal boarded at a local animal facility and the owner will be responsible for any cost. If the owner or emergency contact has not made arrangement to retrieve the animal within 5 business days, the animal will be deemed abandoned.

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- D. For animals that are not required to have immunizations or vaccinations, owners must provide the Campus Life Office with documentation of a 'clean bill of health' from a licensed veterinarian.
- E. The Owner must abide by current borough, 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. The College has the right to require documentation of compliance with such ordinances, laws, and regulations, which may include a vaccination certificate and/or documentation showing that the animal has been licensed.
- F. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by Juniata College. Owner should regularly and routinely clean and maintain floors, kennels, cages, and litter boxes used by the animal. No odor should be perceptible from outside the owner's residence.
- G. 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 Emotional Support Animal and/or discipline for the responsible individual.
- H. Juniata College will not ask for or require a student with a disability to pay a fee or surcharge for an approved Emotional Support Animal.
- I. An individual with a disability may be charged for any damage caused by his or her Emotional Support Animal 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. The College shall have the right to bill the Owner's account for unmet obligations under this provision.
- J. The Owner must fully cooperate with 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 waste, etc.). The College reserves the right to inspect the Owner's living space to investigate complaints or concerns regarding the Emotional Support Animal and to confirm the Owner's compliance with the provisions of this Policy.
- K. The Owner is responsible for ensuring that the Emotional Support Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities. Necessary precautions should be made for Facilities or other College personnel to enter the residence when the Owner is not present. The Emotional Support Animal must be caged or crated or removed from the room during the time the College personnel are in the room. The College is not liable if the Emotional Support Animal escapes during one of these visits.

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- L.** Emotional Support Animals may not be left overnight in College Housing to be cared for by an individual other than the Owner. If the Owner is to be absent from his or her residence overnight or longer, the animal must accompany the Owner or the Owner must deliver the animal to another individual who does not reside in College-owned housing. In the event of an emergency involving the Owner, the Emergency Contact is required to remove the animal from College Housing. The Emergency Contact must be an individual who lives locally and does not reside in College-owned housing.
- M.** The Owner agrees to abide by all equally applicable residential policies that are unrelated to the student'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.
- N.** The animal is allowed in College Housing only as long as it is necessary because of the student's disability. The Owner must notify the Director of Student Accessibility Services in writing if the Emotional Support Animal is no longer needed or is no longer in residence. To replace an Emotional Support Animal, the new animal must be necessary because of the student's disability and the student must follow the procedures in this Policy when requesting a different animal. The Director of Student Accessibility Services needs to approve a new animal prior to it being allowed in College Housing facilities.
- O.** Juniata College personnel shall **not** be required to provide care or food for any Emotional Support Animal 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.
- P.** The student must provide written consent for Juniata College personnel to disclose information regarding the request for and presence of the Emotional Support Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residential 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 student's disability.
- Q.** In the event other residents are negatively impacted by the Emotional Support Animal (e.g., phobias, allergies, etc.), Residential Life will work to coordinate a resolution with the residents involved. A resolution may involve one or more residents, including the Owner, being required to move from his or her residence to another College-owned housing facility.
- R.** Owner must notify the Office of Campus Life if the animal is no longer needed or if there is any change to the ESA than the one approved. You must contact the Campus Life Office before bringing the new animal to campus.

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VI. Removal of Assistance Animal

- A.** The College may require the Owner to remove the animal from College Housing if: Any violation of the policies outlined in this document and may be considered grounds for immediate removal or judicial action. All reported behaviors that are not conducive to the campus community will be adjudicated through the conduct process.
 - 1. The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others or the College.
 - 2. The animal's presence results in a fundamental alteration of a College program.
 - 3. The Owner does not comply with the Owner's Responsibilities set forth above.
 - 4. The animal or its presence creates an unmanageable disturbance or interference with the College community.
 - 5. The animal would adversely affect the other residents of the residence hall
- B.** The 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 the Director of Student Accessibility Services and may be appealed through the College's appeal process. The Owner will be afforded all rights of due process and appeal as outlined in that process.
- C.** Should the Emotional Support Animal be removed from the premises for any reason, the Owner is expected to fulfill his or her housing obligations for the remainder of the housing contract. If the animal must be removed, the Owner must do so within 48 hours unless the animal poses a direct and immediate threat to the health or safety of others, whereby it must be removed immediately. If the Owner cannot remove the animal for any reason within that time period, the animal must be delivered to either another individual who does not reside in College-owned housing or the Owner's established Emergency Contact.

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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 request for an Emotional Support Animal under the College’s Emotional Support Animal Policy and Agreement.

I have read and understand the Emotional Support Animal Policy and Agreement, and I agree to abide by the requirements of the Policy. I understand that if I fail to meet the requirements set forth in the Policy, Juniata College has the right to remove the Emotional Support Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract.

I furthermore give permission to the Director of Student Accessibility Services to disclose to others impacted by the presence of my Emotional Support Animal (e.g., Residential Life staff, potential and/or actual roommate(s)/neighbors(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 Emotional Support Animal and/or resolving any potential issues associated with the presence of the Emotional Support Animal.

I further recognize that the presence of the Emotional Support animal may be noticed by others visiting or residing in College Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances, Emotional Support Animals are permitted for students with disabilities.

_____ Owner’s Signature	_____ Date
_____ Director of Student Accessibility Services	_____ Date
_____ Residential and Campus Life Representative	_____ Date



Roommate ESA Agreement

As a roommate of a student with an approved Emotional Support Animal (ESA) (as defined in above agreement), I understand the following:

- 1. My roommate is solely responsible for the ESA and all responsibilities and requirements set forth by Juniata College. I assume no financial or legal responsibility for the actions of the ESA such as bodily injury or property damage.
- 2. I agree to allow the ESA in the room and have no known allergies to the ESA. If I should change my mind or develop allergies to the ESA, I will be required and agree to move to another on-campus space. Residential Life will take into account my preferences without guarantee and will make my placement as space permits.
- 3. I am responsible for reporting any violations of this agreement to Residential Life immediately and will participate in the student conduct process, or any legal action, should the information I report warrant my involvement.

Roommate 1 – Print and Sign	Date	/	/
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Roommate 2 – Print and Sign	Date	/	/
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Roommate 3 – Print and Sign	Date	/	/
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ESA Emergency Agreement Form

Policy and Agreement: In the event of an emergency where the emotional support animal must be removed from campus while the student is unavailable, the emergency contact provided will be notified.

Emotional Support Animal Information

Owner's name: _____

Name of Animal: _____

Type of Animal: _____

Age of Animal: _____

Emergency Contact Information

Name: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____

Email Address: _____

Please direct all concerns about policies and agreements to Associate Director of Residential Life, Penny Hooper-Conway.

Acknowledgement of ESA Emergency Agreement:

By my signature below, I verify that I have read, understand and will abide by the requirements outlined above and have provided an emergency contact who is willing and able to pick up my animal if I am at any time incapacitated during the semester. I verify that the emergency contact information details are updated and current.

Emotional Support Animal Owner's Signature

_____ Date _____