

## **Winona State University - Housing & Residence Life Service Animal and Emotional Support Animal (ESA) Procedure and Agreement**

*The Department of Housing & Residence Life does not permit pets in residence, except fish in a tank of 10 gallons or less. Winona State University complies with all federal and state fair housing laws and regulations which are applicable to university housing, including those related to service animals, as defined by the Americans with Disabilities Act. Winona State University also complies with the United States Department of Housing and Urban Development (HUD) compliance guidelines which define assistive or support animals as those that are verified by a qualified medical professional to accommodate the disabling condition supplemented by the rationale for the use of the support/therapy animal.*

### **Service Animal Procedure:**

According to the Americans with Disabilities Act, service animals are any dog (or other animal as defined under the ADA) that have been individually trained to do work or perform tasks for the benefit of an individual with a disability. These animals are permitted in the residence halls; however, all housing documentation must be submitted per the animal registration process.

Students with a service animal must contact the housing office at [housing@winona.edu](mailto:housing@winona.edu). Once the Housing Office receives notification of a service animal, the student will be sent information on how to register the animal.

### **Emotional Support Animal Procedure:**

Students who wish to request approval to reside with an approved emotional support animal (ESA) while living in university operated housing must register with Winona State University Access Services.

Students should be prepared to provide documentation that supports the diagnostic and therapeutic recommendations for a support/therapy animal. The supporting documentation should indicate the following:

- The requesting student has a disability.
- The requested animal is necessary to afford the person an equal opportunity to use and enjoy a dwelling.
- There is an identifiable relationship or nexus between the disability and the assistance provided by the animal.

It is the practice of WSU that all diagnostic and therapeutic documentation related to a student's disabling condition will be maintained in the office of Access Services. Such information may be shared with the Department of Housing & Residence Life, university medical providers, or professional staff members who have a legitimate need to review such documentation for the educational interest of the student. Students in university operated residence halls or apartments may only request one animal to be in residence, as well as documentation related to the specific animal. All requests are reviewed collaboratively by the Director of Access Services and the Director of Housing & Residence Life (or designee), and the decision about whether a support/therapy animal constitutes a reasonable accommodation is made on an individual basis. Based upon the nature of the request and the emotional support/therapy animal (ESA), the University reserves the right to make a reasonable change in housing assignment that best accommodates both the student requesting the animal as well as the overall community environment. The University may also take reasonable steps to notify surrounding students and staff that a support/therapy animal is in residence to mitigate issues related to allergic reactions, religious conflicts, or other health and safety related issues.

If a student is approved to have an ESA through Access Services, the ESA then needs to be registered through Housing & Residence life.

Students must agree to abide by all Residence Life policies, including those specific to the emotional support animal agreement. Failure to meet the terms of this agreement can result in the removal of the animal for the duration of the housing agreement. Termination of the Emotional Support Animal agreement does not constitute release from the terms of the student's original housing agreement.

Animals that are generally considered dangerous and pose a direct threat to the health and safety of others or would cause substantial physical damage to property are not eligible for consideration under this agreement. Examples include:

- Venomous reptiles, arachnids, fish, etc.
- Exotic animals such as snakes, monkeys, tigers, etc.
- Animals normally not bred for domestication such as raccoons, wood chucks, etc.

Additionally, if an animal is approved and later found to be a threat to the health and safety of others, or has caused substantial physical damage to property, the University may terminate this agreement and require the animal be removed from campus housing facilities.

**Animal Registration:**

Service animals and ESA's approved by Access Services must be registered with Housing & Residence Life before bringing the animal to campus.

To register an animal (service animal/approved ESA with Access Services) with Housing & Residence Life, the student must complete the Animal Registration on their Housing Portal. The following items are required by Housing and Residence Life before bringing the animal to campus:

1. Provide a clear, front-facing photo of the animal
2. Provide emergency contact information for the animal
3. Provide necessary veterinarian documentation (shots, vaccinations, flea/tick control, spaying/neutering, etc.)
4. City of Winona Pet License (dogs and cats)
5. Electronically sign the Animal Agreement
6. Meet with Hall Director/Area Coordinator

**Agreement:**

The student will assume all responsibility for providing adequate care and supervision to their approved animal (service or approved ESA) that is registered with Access Services and the Department of Housing & Residence Life. This agreement only applies to the student's assigned residential facility, and no other University operated buildings.

Additionally, the student agrees to the following:

- Abiding by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the individual's responsibility to know and understand these ordinances, laws, and regulations.
- The animal must be well-behaved at all times. A disruptive animal - e.g., an animal that is noisy, behaves aggressively, frightens others, or in other ways calls attention to itself - will not be permitted in University housing.
- The animal must be well behaved and under the owner's control at all times, whether in the student's unit or when being transported to and from their room.
- The animal cannot pose a risk of health or safety to others or be a nuisance. Animals that are out of control, displaying vicious behavior towards people, creating excessive smell or noise may be asked to leave campus. A decision to remove an emotional support animal will be reviewed on an individual basis through the student conduct process.
- Food for the animal must be stored in an appropriately sealed container to avoid attracting insects or creating foul odor. Pet food may not be stored or heated in common kitchen areas and live feed is not allowed.
- The owner is responsible for ensuring that the animal is contained, kenneled or crated, when the owner is not present.
- The animal must be housebroken.
- 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 WSU.
- If applicable, the animal's litterbox may not be kept in any common space within the owner's living quarters.

- The owner is required to ensure the animal is well cared for at all times (e.g. bathing the animal, feeding/watering, designating an outdoor relief area, disposing of waste, etc.). Any evidence of neglect or abuse may result in immediate removal of the ESA and/or discipline for the student.
- Animals may not be left overnight in university housing to be cared for by any individual other than the owner.
- If the owner is to be absent from their residence hall overnight or longer, the animal must be removed from the residence hall for the duration of the owner's absence.
- The owner must provide the Residence Life staff with the name and contact information of someone who does not reside in university housing and who can take responsibility for the animal within 12 hours should the owner be unable or unavailable to care for it.
- The owner gives consent for Residence Life staff to disclose information regarding the request for and presence of a Service Animal or approved ESA to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel, facilities personnel and potential and/or actual roommate(s)/neighbor(s).
- The owner's living accommodations will be inspected for fleas, ticks or other pests, if necessary, as part of the University's standard or routine inspections. If fleas, ticks, or other pests are detected through inspection, the residence will be treated using approved methods by a university 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 University has the right to bill the student's account for unmet obligations.
- A student will be charged for any damage caused by the animal beyond reasonable wear and tear.
- The owner is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.

### **Removal of an Animal from University Housing**

If the student responsible for the animal does not properly control it, does not correct a problem with it being disruptive or unruly, does not properly clean up its waste, or does not maintain its immunization(s), the student will normally be given the opportunity to rectify the situation(s) within a designated period of time. If the improper behavior is not corrected within the designated time period, the improper behavior is repeated, or if there is another problem associated with the control or supervision of the animal, the student responsible for the animal may be directed to remove the animal from the campus within 48 hours of notice.

Failure to abide by all of these terms may result in disciplinary action via referral to the Conduct Office and Housing Office with input from Access Services.

If the animal injures another student or injures an animal, the student responsible for the animal must report the incident to Housing and Residence Life immediately and the student responsible for the animal will be required to remove it from campus immediately.

Should the animal be removed from the premises for any reason, the owner is expected to fulfill their housing obligations for the remainder of the Housing and Dining Agreement.

### **Release of Liability**

The owner recognizes that owning a Service Animal or an approved ESA in a university operated residence has a certain degree of risk, and knowingly and voluntarily assumes the risk, whether expected or unexpected, of any injuries to others, damage or loss of property caused by my animal regardless of severity and all risk of damage to or loss of property which may be incurred by others due to any act of negligence on their part or accidental occurrences caused by said animal.

I, on behalf of myself, my personal representatives, heirs, and next of kin, successors and assigns, hereby waive, release, and discharge Winona State University, the state of Minnesota, and its agents, officers, and employees from any and all liability for the actions of my animal which may result in personal injury, property damages, or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my animal.

I, on behalf of myself, my personal representatives, heirs and next of kin, successors and assigns, hereby indemnify, save and hold harmless Winona State University, the state of Minnesota, and its agents, officers, and employees, from and against any and all claims of any nature including costs, expenses and fees arising out of or resulting from the actions of my animal, and any claims growing out of its presence or actions.

By electronically signing the Service Animal and Emotional Support Animal (ESA) Procedure and Agreement on the Housing Portal, the student agrees to have read and understands this document and all its terms and conditions.