

CAL POLY HUMBOLDT

Emotional Support Animal Policy and Agreement

California State Polytechnic University, Humboldt (“Cal Poly Humboldt” or “University”) recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act (ADA) and the broader category of “Emotional Support Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities. Cal Poly Humboldt is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University’s programs and activities. Cal Poly Humboldt is also committed to allowing Emotional Support Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy Housing & Residence Life. This Policy explains the specific requirements applicable to an individual’s use of an Emotional Support Animal in Housing & Residence Life. Cal Poly Humboldt reserves the right to amend this Policy as circumstances require. This policy applies solely to “Emotional Support Animals” which may be a reasonable accommodation in Housing & Residence Life. It does not apply to “service animals” as defined by the ADA. Although it is the policy of Cal Poly Humboldt that individuals are generally prohibited from having animals of any type in Housing & Residence Life, Cal Poly Humboldt will consider a request by an individual 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 Housing & Residence at any time prior to the individual 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 may work, provide assistance, or perform physical tasks, for an individual with a disability and/or provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADA and Cal Poly Humboldt’s Service Animal Policy.¹

¹ It is important to note that animals that may be needed because of a disability may be identified by various names. For example, an individual may identify the animal as a companion animal, therapy animal, or emotional support animal.

In determining if an Emotional Support Animal will be allowed in Housing & Residence Life as a reasonable accommodation, the following two questions must be answered affirmatively:

(1) Does the person seeking to use and live with the animal have a disability — i.e., a physical or mental impairment that substantially limits one or more major life activities?

(2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability? However, even if the individual with a disability establishes necessity for an Emotional Support Animal and it is allowed in Housing & Residence Life, an Emotional Support Animal is not permitted in other areas of the University (e.g. dining facilities, housing common areas, libraries, academic buildings, athletic building and facilities, classrooms, labs, individual centers, etc.).

B. Owner

The “Owner” is the individual who has requested the accommodation and has received approval to bring an Emotional Support Animal into Housing & Residence Life.

C. Student Disability Resource Center

The Student Disability Resource Center (“SDRC”) collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all Cal Poly Humboldt programs and activities.

II. Procedures For Requesting Emotional Support Animals in Housing & Residence Life

The procedure for requesting Emotional Support Animals follows the general procedures set forth in SDRC’s Reasonable Accommodation Policy (AA-2014-08 Policy for the Provision of Accommodations and Support Services to Students with Disabilities) and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the SDRC’s Reasonable Accommodation Policy, this Policy shall control.

III. Criteria for Determining If Presence of the Assistance Animal is Reasonable

A. Housing & Residence Life is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of Emotional Support Animals does not pose an undue financial burden or fundamentally alter Housing & Residence Life, Cal Poly Humboldt reserves the right to assign an individual with an Emotional Support Animal to a single room without a roommate.

- B.** However, for all requests for Emotional Support Animals, SDRC and Housing & Residence Life shall collaborate and mutually consult in making a determination on a case-by-case basis of whether the presence of an Emotional Support Animal is a reasonable accommodation. A request for an assistance animal may be denied as unreasonable if the presence of the animal: (1) imposes an undue financial burden; (2) fundamentally alters Housing & Residence Life policies; and/or (3) poses a direct threat to the health and safety of others or causes substantial property damage to the property of others, including Housing & Residence Life property.
- C.** Cal Poly Humboldt may consider the following factors, among others, as evidence in determining whether the animal is a reasonable accommodation or in the making of housing assignments for individuals 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 individual from individual housing (e.g. serious allergies);
 3. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
 4. The animal is not housebroken or is unable to live with others in a reasonable manner;
 5. The animal is younger than 4 months of age;
 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 individual or others such as aggressive behavior towards or injuring the individual or others; or
 8. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Housing & Residence Life will not limit room assignments for individuals with Emotional Support Animals to any particular building or buildings because the individual needs an Emotional Support Animal because of a disability.

IV. Access to University Facilities By Emotional Support Animals

A. Emotional Support Animals

An Emotional Support Animal must be contained within the privately assigned individual living accommodations (e.g., room, suite, apartment) 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 a leash or harness. Emotional Support Animals are not allowed in any University facilities other than University residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

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 owner is subject to eviction and/or the animal is subject to capture and confinement and immediate removal from Housing & Residence Life.

V. Individual's Responsibilities for Emotional Support Animal

If the University grants an individual's request to live with an Emotional Support Animal, the individual is solely responsible for the custody and care of the Emotional Support Animal and must meet the following requirements:

A. General Responsibilities

1. The Owner must abide 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 University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.
2. 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 Cal Poly Humboldt.
3. 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 eviction of the individual and/or referral of the individual to judicial affairs for potential discipline.
4. 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 University'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 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 shall have the right to bill the individual's account for unmet obligations under this provision. **We recommend due to flea outbreaks in the Residence Halls that each ESA dog or cat have monthly flea prevention in place with flea control products (Frontline, NexGard, Trifexis, Advantage, etc).**

5. The Owner must fully cooperate with University 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 feces, etc.).
6. Emotional Support Animals may not be left overnight in Housing & Residence Life to be cared for by any individual other than the Owner. If the Owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the Owner. The Owner is responsible for ensuring that the Emotional Support Animal must be crated or otherwise contained, as appropriate, in an enclosed and secure space when the Owner is not present during the day while attending classes or other activities (not loose in a single room).
7. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual'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.
8. The animal is allowed in Housing & Residence Life only as long as it is necessary because of the Owner's disability. The Owner must notify the SDRC in writing if the Emotional Support Animal is no longer needed or is no longer in residence. To replace an Emotional Support Animal, the Owner must secure approval of the new animal pursuant to the process outlined herein.
9. Cal Poly Humboldt 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.
10. The individual must provide written consent for the SDRC 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, Residence 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 individual's disability.

VI. Removal of Emotional Support Animal

The University may require the individual to vacate and/or to remove the animal from Housing & Residence Life if:

- 1) the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
- 2) the animal's presence results in a fundamental alteration of a University program;
- 3) the Owner does not comply with the Owner's Responsibilities set forth above; or
- 4) the animal or its presence creates an unmanageable disturbance or interference with the university community.

The University 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 SDRC and pursuant to the unlawful detainer process of the University.

Should the Emotional Support Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

VII. Non-retaliation Provision

Cal Poly Humboldt will not retaliate against any person because that individual has requested or received a reasonable accommodation in Housing & Residence Life, including a request for an Emotional Support Animal.

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 by the SDRC under the University's Emotional Support Animal Policy for Housing & Residence Life.

I have read and understand the Emotional Support Animal Policy and Agreement and I agree to abide by the requirements applicable to Emotional Support Animals. I understand that if I fail to meet the requirements set forth in the Policy, Cal Poly Humboldt has the right to remove me and/or remove the Emotional Support Animal pursuant to the unlawful detainer process 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 SDRC to disclose to others impacted by the presence of my Emotional Support Animal (e.g., Housing & Residence Life staff, potential and/or actual roommate(s)/neighbor(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 Housing & Residence Life and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances Emotional Support Animals are permitted for persons with disabilities.

Individual Name

Humboldt Student ID

Individual Signature

Date