**Office for Disability Services**

**Lincoln College**

**Emotional Support Animal Policy**

Lincoln College recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Assistance Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities.

Lincoln College is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full participation in and equal access to the College’s programs and activities. The College is also committed to allowing Assistance Animals, henceforth referred to as Emotional Support Animals or ESAs, necessary to provide individuals with disabilities an equal opportunity to use and enjoy College housing. This policy explains the specific requirements applicable to an individual’s use of an Emotional Support Animal in College housing. The College reserves the right to amend this policy as circumstances require. This policy applies solely to “Emotional Support Animals” which may be necessary in College housing. It does not apply to “Service Animals” as defined by the ADAAA. Although it is the policy of the College that individuals are generally prohibited from having animals of any type in College housing, the College 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 is reasonable. However, no Emotional Support Animal may be kept in College housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

1. **Definitions**
   1. **Emotional Support Animal** Emotional Support Animals (ESAs) are a category of animals that 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 ADAAA and Lincoln College’s Service Animal policy. In most cases ESAs provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as ESAs, but any animal may serve a person with a disability as an ESA.
   2. **Owner** The Owner is the individual who has requested the accommodation and has received approval to bring an ESA into College housing.
   3. **Office for Disability Services** The Office for Disability Services (Disability Services or ODS) collaborates with individuals, faculty, and staff to ensure that students with disabilities have equal access to all College programs and activities.
2. **Procedures for Requesting ESAs in College Housing**   
   The procedure for requesting ESAs follows the general procedures set forth in the Reasonable Accommodation Policy for College Housing (*Housing Accommodations Policy*) and the requirements set forth below. However, to the extent the requirements and procedures in this policy conflict with the Housing Accommodations Policy, this policy shall control.
3. **Criteria for Determining if the Presence of the ESA is Reasonable** 
   1. College housing 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 ESAs is not an undue administrative burden or fundamental alteration of College housing, the College reserves the right to assign an individual with an ESA to a single room without a roommate.
   2. However, for all requests for ESAs, Disability Services shall nonetheless consult with the Office of Residence Life in making a determination on a case-by-case basis of whether the presence of an ESA is reasonable. A request for an ESA 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; or (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.
   3. The College may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with ESAs:
      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's vaccinations are not up-to-date;
      6. 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; or
      7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Lincoln College will not limit room assignments for individuals with ESAs to any particular building or buildings because the individual needs an ESA because of a disability.

1. **Access to College Facilities By ESAs** 
   1. Assigned Living Accommodations  
      An ESA 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 ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. ESAs are not allowed in any College facilities other than the College residence hall (e.g., dormitories, suites, apartments, etc.) to which the Owner is assigned.
   2. Dominion and Control.   
      Notwithstanding the restrictions set forth herein, the ESA 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.
2. **Individual's Responsibilities for ESA**   
   If the College grants an individual’s request to live with an ESA, the individual is solely responsible for the custody and care of the ESA and must meet the following requirements:
   1. 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 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/or regulations, which may include a vaccination certificate. The College 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 the College.
      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 ESA and/or discipline for the individual.
      4. The College will not ask for or require an individual with a disability to pay a fee or surcharge for an approved ESA.
      5. An individual with a disability may be charged for any damage caused by his or her ESA beyond reasonable wear and tear to the same extent that the College 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 pest control 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.
      6. 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 feces, etc.). College bathrooms may not be used to bathe animals or wash cages.
      7. ESAs may not be left overnight in College housing 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 ESA is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities. The Owner must identify an individual not residing in College housing who agrees to act as an emergency contact in the event that the Owner is unable to care for the animal due to an emergency.
      8. 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.
      9. The animal is allowed in College housing only as long as it is necessary because of the Owner’s disability. The Owner must notify the Disability Services Office in writing if the ESA is no longer needed or is no longer in residence. To replace an ESA, the new animal must be necessary because of the Owner’s disability, and the Owner must follow the procedures in this Policy and the Housing Accommodations Policy when requesting a different animal.
      10. College personnel shall not be required to provide food or care for any ESA, 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.
      11. The Owner must provide written consent for Disability Services to disclose information regarding the request for and presence of the ESA 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.
3. **Removal of ESA**   
   The College may require the individual to remove the animal from College housing 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 College 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 College community. 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. If it is determined that an ESA must be removed from College housing, the student must comply within 48 hours. Any removal of the animal will be done in consultation with Disability Services and may be appealed to the Vice President for Enrollment Management and Student Services following the procedure set forth in Section 5 of the Housing Accommodations Policy. The Owner will be afforded all rights of due process and appeal as outlined in that process. Should the ESA 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.
4. **Non-retaliation Provision**

The College will not retaliate against any person because that individual has requested or received a reasonable accommodation in College housing, including a request for an ESA.

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 a Reasonable Accommodation under the College’s Emotional Support Animal Policy for College Housing.

**Acknowledgement and Release of Information Consent Form**

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, the 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 Office for Disability Services to disclose to others impacted by the presence of my Emotional Support Animal (e.g., 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 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 persons with disabilities.

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