

Department of Residential Life and Housing

Emotional Support Animal (ESA) Policy

Procedures for Requesting an Emotional Support Animal in Campus Housing

The procedure for requesting an ESA follows the general procedures for requesting accommodations and the requirements set forth below.

1. A student requesting an emotional support animal must submit a request for accommodation to the Student Accessibility Services and the Department of Residential Life and Housing. A student is not permitted to live with an emotional support animal until expressly approved by the Department of Residential Life and Housing. New requests will not be reviewed or processed during the two weeks prior to the end or beginning of a term. Requests received between terms (during winter break) will be reviewed following the 10th day of the next term.
2. As part of the request process the student is asked to provide a completed College of St. Benedict & St. John's University Practitioner: ESA Review form, found within the request form, from their healthcare provider. The healthcare provider should be familiar with the professional literature concerning the assistive and/or therapeutic benefits of emotional support animals for people with disabilities.
3. The student must complete the College of Saint Benedict Request for Accommodation-ESA Addendum and return it to the Department of Residential Life and Housing prior to approval for an ESA to arrive on campus.
4. Incomplete requests will not be reviewed. Complete requests will include: Submitted Request for Accommodation Form, College of St. Benedict & St. John's University Practitioner: ESA Review form, College of Saint Benedict Request for Accommodation-ESA Addendum.

If you have previously been granted an accommodation to host an emotional support animal, resubmission of documents will not be required. However, students who have previously been accommodated will be required to renew their request to have an ESA at CSB annually. They will also be required to attain agreements from all roommates through an updated ESA Addendum. Residents found with unapproved ESAs will be required to remove their animal immediately. It is the responsibility of resident to make arrangements for the animal to live in a suitable off-campus location.

Criteria for Determining if Presence of an ESA is Reasonable

1. Campus housing is unique in many ways including the assignment of roommates and the mandate that students must share a room or suite in certain residence halls. To ensure that the presence of an emotional support animal does not cause an undue administrative burden or negatively impact roommates quality of living space. CSB reserves the right to make changes to room assignments to accommodate having an ESA in the residence halls.
2. Determination of the residency of emotional support animals will be made on a case-by-case basis as to whether or not the presence of the animal is reasonable. A request for an ESA may be denied if the presence of the animal:
 - a. Imposes undue financial and/or administrative burden,
 - b. Fundamentally alters College housing , and/or

- c. Poses a direct threat to the health and safety of others or would cause substantial damage to the property of others, including College property. Or,
 - d. Documentation received from healthcare or mental health provider does not substantiate the necessity of request.
3. CSB may consider the following factors, among others, as evidence in determining if the presence of the animal is reasonable or in making housing assignments for individuals with ESAs:
- a. The animal's presence would force another individual from individual housing (e.g. serious allergies);
 - b. The animal's presence otherwise violates individuals' right to peace and quiet;
 - c. The animal is not housebroken, defined as trained so that barring accident or illness the animal controls its waste elimination, *or the animal is not contained in a habitat that allows for the sanitary collection of and disposal of animal waste* or is unable to live with others in a reasonable manner;
 - d. The animal's vaccinations are not up to date;
 - e. The animal poses or has posed a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
 - f. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

ESA's and Access to Campus Facilities

Emotional Support Animals are allowed within the Owner's assigned dwelling unit (room, suite, or apartment), with the exception of toileting purposes. When an ESA is outside of the Owner's dwelling, it must be in an animal carrier, on a leash, or harnessed. ESA's with approval to live at CSB are not to be tied out and may not be on the SJU Campus nor on any Monastery property at CSB or SJU, nor in any common areas or campus facilities other than the Owners assigned dwelling unit.

Emotional Support Animals must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. The Owner shall not permit the ESA to run at large or off leash. If the animal is found running at large, the animal is subject to capture and confinement and immediate removal from campus housing. Any student with a missing/lost ESA should immediately contact the Department of Security for assistance.

Responsibility of Persons with Emotional Support Animals

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 reserves the right to request documentation showing the animal has been licensed.
2. The Owner is required to immediately clean up after and properly dispose of the animal's waste in a safe and sanitary manner. The designated areas for pet waste are outdoor trash receptacles and dumpsters.
3. The Owner is required to ensure the ESA is well cared for at all times. Any evidence of maltreatment or abuse will result in immediate removal of the ESA and/or discipline for the responsible individual.

4. An individual with a disability may be charged for any damage caused by their ESA beyond reasonable wear and tear. These charges will be to the same extent as other charges individuals may incur due to unreasonable 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 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.
5. The Owner must fully cooperate with College personnel abiding by the ESA Addendum.
6. ESA's may not be left overnight in campus housing facilities 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 accompany the Owner. The Owner is responsible for ensuring the ESA is contained appropriately when the Owner is not present during the day while attending classes or other events.
7. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability, such as assuring the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
8. The ESA is allowed in campus housing only as long as is necessary because of the Owner's disability. The Owner must contact Student Accessibility Services 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 of this policy to request a new animal.
9. CSB personnel are not responsible nor required to care for ESA's. CSB personnel will not be required to care for any ESA including, but not limited to, providing food, toileting, or removing the animal during evacuations such as fire drills. Emergency personnel will determine whether to remove the animal and cannot be held responsible for the care, damage to, or loss of the animal.
10. The individual must provide written consent for Student Accessibility Services to disclose information regarding the request for and presence of the ESA to those who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel, maintenance, security, potential/actual roommates, and/or neighbors. Such a release will be limited to information related to the animal and will not include information related to the individual's disability.

Removal of Emotional Support Animal

The owner of an emotional support animal may be asked to remove the animal from College facilities if the owner or animal fails to comply with this policy. The following describes behaviors which may result in the removal of the animal:

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 administrative burden of a College program;
3. The Owner does not comply with the Owner's Responsibilities stated in this policy or ESA Addendum; or

4. The animal or its presence creates an unmanageable disturbance or interference with the campus community.

The College will base these determinations upon the consideration of the behavior of the particular animal of concern, and not upon speculation or fear about the harm or damages an animal may cause. Any removal of an ESA will be done in consultation with Student Accessibility Services and may be appealed to the Dean of Students and the Academic Dean. The Owner will be afforded all rights of due process and appeal.

Should the ESA be removed from the campus for any reason, the Owner is expected to fulfil their housing obligations for the remainder of the housing contract.

Non-retaliation Provision

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