

Requirements and Agreement for Maintaining Service and Emotional Support Animals for Residential Students at Wake Forest University

Introduction

Wake Forest University is committed to compliance with applicable laws and regulations regarding individuals with disabilities. Wake Forest students who seek reasonable accommodations for disabilities should contact the University's Learning Assistance Center & Disability Services.

With respect to a request for a Service or Emotional Support Animal (ESA), Wake Forest will determine, on a case by case basis, and in accordance with applicable laws and regulations, whether such animal is a reasonable accommodation on campus. In doing so, the University must balance the needs of the individual making the request with the impact of animals on other members of the campus community. Where it is not readily apparent that an animal is a Service Animal as defined by the ADA, or an ESA under the Fair Housing Act, Wake Forest may require sufficient information and documentation to determine whether the animal qualifies as a Service or ESA under the applicable law. Wake Forest requires supporting documentation from the student's treating physician, psychiatrist, mental health provider, or social worker. This supporting documentation should allow the University to determine:

- a. That the student has a disability for which the animal is needed;
- b. How the animal assists the student, including whether the animal has undergone any training; and
- c. The nexus between the student's disability and the assistance that the animal provides.

For students seeking reasonable accommodation, an accommodation review process will be undertaken, and may involve additional conversations between the requesting student and the Learning Assistance Center & Disability Services. If a student desires that a Service or Emotional Support Animal live in campus housing, the student must notify the Office of Residence Life & Housing at least thirty (30) days prior to the date the accommodation is needed so that the University can accommodate the student and the animal. If all other criteria are met, as set forth by the Learning Assistance Center & Disability Services, the student will be required to meet with Residence Life & Housing staff to discuss how to accommodate the student, the Service or Emotional Support Animal, and the campus community.

Consistent with applicable laws and regulations, a Service or Emotional Support Animal may be prohibited from a University facility or program if the animal's behavior or presence poses a direct threat to the nature of a program or activity, if the animal is disruptive, if its presence would result in substantial physical damaged to the property of others or the University, or if the animal substantially interferes with the reasonable enjoyment of the housing of others. In

addition, all other requirements of this Policy, as set forth below, must be complied with throughout the period of time when the Service or Emotional Support Animal resides with the student in campus housing.

Definitions:

A Service Animal is defined as any animal that is individually *trained* to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a Service Animal must be directly related to the residential student's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

An Emotional Support Animal (ESA) provides emotional support, well-being, comfort, or companionship that is directly related to a residential student's disability. An ESA is *not* a Service Animal. Unlike a Service Animal, an ESA does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. ESAs are only permitted to reside in the student's bedroom.

A pet is an animal kept for ordinary use and companionship. A pet is not considered a Service or Emotional Support Animal. Residents are not permitted to have or keep pets in university housing.

A "Student Partner" as referenced in these guidelines refers to the individual who benefits from the Service or Emotional Support Animal's use and training.

The term "Handler" used within this document refers to the Student Partner of the Service or Emotional Support Animal as well as any other person who has been properly designated consistent with the requirement so this Policy and who is in control of the Service or Emotional Support Animal, e.g., a guest or personal attendant.

Animal Behavior

1. The following behavioral requirements apply to domesticated dogs and cats. Student requests for any other animal will be considered on case by case basis. Dangerous, poisonous, and/or illegal animals are not permitted.
2. As noted above, an approved Service or Emotional Support Animal may reside in University housing with its Student Partner when the animal's behavior and care do not

create unreasonable disruptions for other residents, Residence Life staff, and other university community members. Disruptions, including noise levels, will be addressed by Residence Life staff in the same manner as disruptive behaviors are addressed with all students and their guests.

3. Control

a. Service Animals

The Service Animal must be under the control of its Student Partner or Handler at all times while on University property, including within the University Residence Halls/Apartment. It is expected that the Service Animal will be controlled by a leash or harness at all times while on or in University property, unless performance of the Service Animal's work or tasks related to the Student Partner's disability, require the Service Animal to be off-leash/harness. The Service Animal may be off-leash/harness within the confines of the Student Partner's bedroom, but must remain under the control of the Student Partner or Handler and must be leashed/harnessed outside of the bedroom, or if a roommate(s)/apartmentmate(s)/suitemate(s) requests leashing/harnessing. When the Service Animal is unattended, it must remain in the Student Partner's bedroom.

b. Emotional Support Animals

The ESA must be under the control of its Student Partner or Handler at all times within the student's assigned University Residence Hall/Apartment. It is expected that the ESA will be controlled by a leash or harness at all times while in the Student Partner's assigned University Residence Hall/Apartment. The ESA may be off-leash/harness within the confines of the Student Partner's bedroom, but must remain under the control of the Student Partner or Handler and must be leashed/harnessed outside of the bedroom, or if a roommate(s)/apartmentmate(s)/suitemate(s) requests leashing/harnessing. When the ESA is unattended, it must remain crated in the Student Partner's bedroom. The ESA is not permitted on or in a University facility other than the Student Partner's assigned University Residence Hall/Apartment.

Animal Health and Well-Being

1. All Service and Emotional Support Animals must have all veterinarian-recommended vaccinations to maintain the animal's health and prevent contagious diseases. Student Partners are expected to submit documentation of vaccinations before July 1 for the Fall semester and November 1 for the Spring semester. The University reserves the right to request updated documentation of vaccinations at anytime during the animal's residency.
2. Service and Emotional Support dogs and cats are required to be licensed and in compliance with North Carolina and Forsyth County laws and ordinances. Please consult Forsyth County Animal Control (<http://www.co.forsyth.nc.us/animalcontrol/>) and the Forsyth County Code, Chapter 6 for more information.

3. The University recommends that Service Animals be registered with the North Carolina Division of Vocational Rehabilitation Services (<http://www.ncdhhs.gov/dvrs/>) or the equivalent agency in other states.
4. All Service and Emotional Support Animals, if taken outside the residence, must wear identification tags with the Student Partner's contact information, a up to date rabies tag from the county or state of the student's residence, and, if applicable, additional vaccination information.
5. The University may prohibit the use of Service Animals in certain locations due to health and safety restrictions (e.g. where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following areas: custodial closets, boiler rooms, facility equipment rooms, utility rooms, research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, motor pools, and rooms with heavy machinery and areas outlined in North Carolina law as being inaccessible to animals. Service Animals are prohibited from kitchens and food-preparation areas (this does not include public dining areas) except those in apartments and other University residential facilities.
6. Service and Emotional Support Animals that are ill should not be taken into public areas. A person with an ill animal may be asked to leave University facilities or remove the animal from campus.

Animal Cleanliness

1. Student Partners and Handlers are responsible for properly containing and disposing of the Service or Emotional Support Animal's solid waste (e.g. feces).
 - a. Indoor Service Animal waste, and/or used litter, must be disposed of in a specified outside trash receptacle. Litter boxes may be placed on mats to minimize contamination of carpeted surfaces.
 - b. Outdoor Service Animal solid waste must be immediately retrieved by the Handler, placed in a plastic bag and securely tied before being disposed of in a specified outside trash receptacle.
2. Student Partners and Handlers are responsible for feeding and watering the Service or Emotional Support Animal within the confines of their bedroom.
3. Service or Emotional Support Animal food should be kept in a closed container within the Student Partner's bedroom.
4. If the Service or Emotional Support Animal vomits, urinates, leaves solid waste, and/or becomes incontinent, it is the responsibility of the Student Partner or Handler to make sure the contaminated area is cleaned up immediately. If the contamination occurs indoors, the Student Partner or Handler should clean-up immediately and contact

Facilities and Campus Services (336-758-4255) for additional disinfection. Services to disinfect interior surfaces are required and all associated costs will be billed to the Student Partner.

5. Bathing or cleaning of a Service or Emotional Support Animal is expected to avoid significant odors and/or to manage shedding. Student Partners and Handlers may not use human showers/tubs within the University residential community to bath or clean their Service or Emotional Support Animals.
6. Student Partners and Handlers are responsible for taking effective precautions to avoid flea and tick infestations. If the Service or Emotional Support Animal is found to have fleas or ticks, the Student Partner will be responsible for reporting the issue to Residence Life and Housing, eliminating the fur coat infestation and laundering all pet bedding. Treatment of the Student Partner's living space will be coordinated by Residence Life and Housing and all associated costs will be billed to the Student Partner.

Student Partner Responsibilities

1. The Student Partner must provide the Office of Residence Life and Housing with the following at least 30 days before the accommodation is needed:
 - a. A completed "Service or Emotional Support Animal Registration Form"
 - b. A completed "Supporting Documentation for Emotional Support Animal Request"
 - c. A completed "Veterinarian's Verification Form"
 - d. A completed "Roommate/Suitemate/Apartmentmate Agreement" (if applicable)
 - e. A completed "Handler Agreement" (if applicable)
2. The Student Partner is responsible for assuring that the Service or Emotional Support Animal does not interfere with the routine activities of the University and residence or cause difficulties for students who reside there. Sensitivity to residents, staff and faculty with allergies, and to those who fear animals, is an important consideration for the Student Partner in order to ensure a community environment that supports the individual needs of all who reside or work at the University. When a Student Partner is informed of a person with a medical condition that is affected by the Service or Emotional Support Animal, she or he will refer the individual to Residence Life and Housing. Residence Life and Housing will communicate with the concerned student.
3. The Student Partner is financially responsible for the actions of the Service or Emotional Support Animal including bodily injury or property damage, beyond ordinary wear and tear, including, but not limited to, any replacement of furniture, flooring, drapes, or wall covering. The Student Partner is expected to reimburse these costs upon repair and/or move-out. If a repair is made prior to move-out, charges will be posted to the Partner's account for payment.

4. The Student Partner is responsible, as are all students, for any expenses that are required due to costs incurred for cleaning or repair which is not considered ordinary wear and tear.
5. If fleas, ticks or other pests are detected within the residence it will be treated using approved fumigation methods by a university-approved pest control service. The Student Partner will be billed, as are all students, for the expense of any required pest management due to the actions or negligence of the Student Partner.
6. To be a roommate/apartmentmate/suitemate of the Student Partner, the student roommate/apartmentmate/suitemate must sign an agreement to demonstrate their willingness to live in the same room/apartment/suite with the Service or Emotional Support Animal. In the event that a suitemate/apartmentmate/suitemate does not want to, or cannot, live with the Service or Emotional Support Animal in the shared residential unit, either the Student Partner and Service or Emotional Support Animal or the roommate(s)/apartmentmate(s)/suitemate(s) may be moved to a more suitable location.
7. The Student Partner agrees, as all students do, to continue to abide by all other Residence Life and Housing policies. Having a Service or Emotional Support Animal does not preclude the Student Partner from following all other guidelines found in The Guide to Community Living and the Student Handbook.
8. Any violation of the above rules and guidelines will be reviewed by Residence Life and Housing.
9. Should the Service or Emotional Support Animal be disqualified or removed from the premises for any reason, the Student Partner is will remain responsible for the terms and conditions of the housing agreement for the remainder of the term of the agreement.

By my signature below, I verify that I have read, understand and will abide by the Guidelines outlined here.

Resident Student Partner Signature	Date
Director of Residence Life or Designee	Date

Roommate/Apartmentmate/Suitemate Agreement

By my signature below, I agree to share the common areas of my assigned residential space with the Service or Emotional Support Animal approved by this agreement. Should I have any concerns regarding the care and control of the approved Service or Emotional Support Animal, I will discuss my concerns with the Service Animal's Student Partner and then with Residence Life and Housing staff, if the Student Partner of the Service or Emotional Support Animal and I cannot come to an agreement.

I am aware that the Service or Emotional Support Animal is working with its Student Partner, and I will observe the following etiquette:

- I will avoid touching the Service or Emotional Support Animal or its partner without permission.
- I will not make noises at the Service or Emotional Support Animal as it may distract the Animal from doing its job.
- I will not feed the Service or Emotional Support Animal without the approval of the Student Partner as it may disrupt its schedule.
- I will not attempt to startle the Service or Emotional Support Animal.
- I will not attempt to separate the Service or Emotional Support Animal from its Student Partner or Handler.

Roommate/Apartmentmate Signature

Date

Handler Agreement

By my signature below, I agree to provide personal attendant support for the Student Partner of the Service Animal approved by this agreement, and abide by the conditions set forth above. Should I have any concerns regarding the care and control of the Service Animal, I will discuss my concerns with the Service Animal's Student Partner and then with Residence Life and Housing, if the Student Partner of the Service Animal and I cannot come to an agreement.

1.	_____	_____	_____
	Handler Name	Handler Signature	Date
2.	_____	_____	_____
	Handler Name	Handler Signature	Date
3.	_____	_____	_____
	Handler Name	Handler Signature	Date
4.	_____	_____	_____
	Handler Name	Handler Signature	Date
5.	_____	_____	_____
	Handler Name	Handler Signature	Date
6.	_____	_____	_____
	Handler Name	Handler Signature	Date
7.	_____	_____	_____
	Handler Name	Handler Signature	Date
8.	_____	_____	_____
	Handler Name	Handler Signature	Date