

PROCEDURE 750

TITLE: ESA Procedure

NUMBER 750

APPROVED BY President

DATE April 14, 2020

I. Definitions

a. Emotional Support Animal (ESA)

“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 Americans with Disabilities Act (ADA). In most cases, ESAs provide the necessary support to individuals with disabilities without any formal training or certification. Generally, the presence of only one ESA will be approved for a student, and only one animal is allowed in a single residence unit in order to fulfill the intent of the FHA requirements. An ESA may be a dog (most common), cat, small bird, rabbit, hamster, gerbil, fish, turtle or other small, domesticated animal this traditionally kept in the home for pleasure. Generally, a dog must be at least 9 months of age to live on campus to assure that the dog is reliably housebroken, not disruptive to other residents, and has all of the immunizations necessary to make the dwelling safe and to be cohabitating with other humans and animals (that may be in residence).¹

b. Owner

The “Owner” is the individual who has requested the accommodation and has received approval from the College to bring the ESA into student housing.

c. Access & Disability Service Offices

The Access & Disability Services office (ADS) collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all college programs and activities.

II. Procedures for Requesting ESAs in Student Housing

The College will accept and consider requests for reasonable accommodation in student housing at any time. The individual making the request for an ESA shall complete the process as soon as practicable and before moving into student housing. However, if the request for accommodation is made fewer than 30 days before the individual intends to move into student housing, the College cannot guarantee that it will be able to meet the individual’s request for an ESA during the first quarter or term of occupancy.

¹ 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.

If the need for the accommodation arises when an individual already resides in student housing, they should contact Access & Disability Services and complete the request forms as soon as practicable. WCC cannot guarantee that it will be able to meet the individual's request for an ESA during the quarter or term in which the request is received.

The procedure for requesting ESAs requires submission of two documents:

- a. ESA Request for Information completed by a Mental Health Care Provider.
- b. Emergency Contact, Veterinary Contact, and Vaccination information sheet.

III. Criteria for Determining if Presence of the ESA is Reasonable

The question in determining if an ESA will be allowed in student housing is whether or not the ESA is necessary because of the individual's disability to afford the individual an equal opportunity to use and enjoy student housing and its presence in student housing is reasonable. Approval of an ESA and approval of a specific animal to serve as an ESA are two different things. However, even if the individual with a disability establishes necessity for an ESA and it is allowed in student housing, an ESA is not permitted in other areas of the College (eg: Libraries, academic buildings, athletic buildings and facilities, classrooms, food service areas, labs, etc).

- a. Student housing is unique in several aspects, including (but not limited to) the mandatory assignment of roommates for many individuals and the mandate that individuals share a suite in certain student housing. To ensure that the presence of ESAs is not an undue administrative burden or fundamental alteration of student housing, the College reserves the right to assign an individual with an ESA to a single room without a roommate.
- b. For all requests for ESAs, Access & Disability Services shall nonetheless consult with 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 the student housing policies; and/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.
- c. The College may approve the presence of an ESA in student housing, but approval of the specific animal requested is a separate consideration from the need for emotional support. WCC may consider the following factors, among others, in student housing assignments for individuals with ESAs and the specific animal chosen, as evidenced in determining whether the presence of the animal is reasonable.
 1. The size of the crate/cage required to contain the animal while the student is not in the room 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 poses health risks from zoonotic diseases or safety concerns regarding containment that cannot be sufficiently mitigated for inclusion in the communal living setting.
4. Specific care and feeding requirements for a given species violate housing rules: no heating elements, no live food (such as crickets or mice), etc.
5. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment.
6. The animal is not housebroken (generally this implies that the animal is less than 9 months old) or is unable to live with others in a reasonable manner.
7. The animal's vaccinations are not validated and current.
8. 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.
9. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.
10. Generally, we require all animals to be spayed or neutered.

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

IV. Access to College Facilities by ESAs

a. ESAs

An ESA must be contained within the privately assigned individual living accommodations (e.g., room, suite, apartment) and cannot be in common areas 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 college student housing to which the individual is assigned.

b. 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 student housing.

V. Individual's Responsibilities for ESA

Following the approval of the College's 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:

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 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 their ESA 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 College'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 College-approved pest control service. The owner will be billed for the expense of any pest treatment above and beyond standard pest management in residence halls. The College shall have the right to bill the individual's account for unmet obligations under this provision.
6. The owner must fully cooperate with the College personnel with regard to meeting the terms of the Procedure for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc).
7. ESAs may not be left overnight in student housing to be cared for by any individual other than the owner. If the owner is to be absent from their student housing 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 while attending classes or other activities. The College has the right to inspect the proposed containment and may require a more secure confinement.
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 housing or cause difficulties for individuals who reside there.
9. The animal is allowed in student housing only as long as it is necessary because of the owner's disability. The owner must notify the Access & 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 when requesting a different animal.
10. College personnel shall **not** be required to provide care or food 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 animal will not be bathed or its cage/crate, or bedding cleaned using student housing or college facilities.
12. You must name a non-resident emergency contact who is able to care for the ESA on short notice or remove the animal within 48 hours as necessary.
13. Should the ESA be removed from the premises for any reason, the owner is expected to fulfill their housing obligations for the remainder of the housing contract.
14. The individual must provide written consent for Access & 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, Student Housing 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.
15. Failure to abide by the ESA Agreement may result in revocation of the approval.

VI. Removal of ESA

The College may require the individual to remove the animal from student housing if:

- a. The animal poses a direct threat to the health or safety of others.
- b. The animal causes substantial property damage to the property of others.
- c. The animal's presence results in a fundamental alteration of a College program.
- d. The owner does not comply with the owner's responsibilities set forth above.
- e. 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. Any removal of the animal will be done in consultation with the Access & Disability Services office and may be appealed to the vice president for student services. The Owner will be afforded all rights of due process and appeal as outlined in the process.

Should the ESA be removed from the premises for any reason, the owner is expected to fulfill their housing obligations for the remainder of the housing contract.

VII. Non-retaliation Provision

The College will not retaliate against any person because that individual has requested or received a reasonable accommodation in student 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 ESA Policy for Student housing.

Acknowledgement and Release of Information Consent Form

I have read and understood the Whatcom Community College (WCC) ESA Policy and Procedure Agreement and I agree to abide by all of the requirements applicable to ESAs. I understand that my failure to comply with the ESA Policy or Procedure could result in the removal of my ESA and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing agreement; as well as be subject to the Student Conduct violation.

I furthermore give permission to the Access & Disability Services office to disclose to others impacted by the presence of my ESA (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 ESA and/or resolving any potential issues associated with the presence of the ESA.

I further recognize that the presence of the ESA may be noticed by others visiting or residing in student housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances ESAs are permitted for persons with disabilities.

Student Requesting ESA Signature

Date

Access & Disability Services Representative

Date

Residence Life Representative

Date

Print Student Name

Student ID#

Student Phone Number

Emergency Contact Information

The student must provide contact information for an alternative caregiver who will take responsibility of the Emotional Support Animal (ESA) and remove it from campus should the student be unable to care for it (e.g., hospitalization). This caregiver/emergency contact must reside off campus and must be available to remove the ESA in a timely manner appropriate for the animal species and needed care.

Emergency Contact Name

Phone #1

Address

Phone #2

City, State, Zip

Veterinarian Contact Information

Veterinarian Name

Address

City, State, Zip

Phone

Vaccination Information

All current state and local animal licenses, where applicable, are required for the ESA. The ESA must be immunized against disease common to that type of animal. Dogs and cats must have proof of current rabies vaccination. A copy of the current licensing documentation for the ESA will be kept on file and must be kept current.

Please attach copies of appropriate vaccination documentation and current veterinary Health Certificate to this form.