

**TEXAS WESLEYAN UNIVERSITY**  
**SERVICE AND EMOTIONAL SUPPORT ANIMAL POLICY**

**I. Policy Statement**

Texas Wesleyan University allows individuals to bring animals on University property in accordance with federal laws and in other situations subject to the rules outlined in this policy.

A service animal is permitted on campus grounds and within University buildings, including the University housing assignment provided to an individual with a disability. This practice follows Titles II and III of the American with Disabilities Act Amendment Act (ADAAA or ADA).

An emotional support animal is permitted on campus grounds to accompany an individual into his or her University assigned residence in accordance with the U.S. Department of Housing and Urban Development. Until an emotional support animal has been authorized and vetted as an ADA accommodation, an emotional support animal is not allowed to accompany the individual into the dining centers or any other University building.

**II. Reason for Policy**

The University supports the use of service and emotional support animals on campus in compliance with applicable federal and state laws. At the same time, it recognizes the health and safety risks potentially created by unrestrained animals on campus. This policy sets forth roles and responsibilities of individuals bringing animals on campus.

**III. Scope & Audience**

This policy applies to employees, students, University affiliates, visitors, contractors, and applicants for admission to or employment with the University.

This policy should not be read to grant an individual access to University property beyond that to which they would normally be granted.

**IV. Definitions**

**A. Service Animal**

A "Service Animal" is any dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. Other animals, whether wild or domestic, trained or untrained, do not qualify as service animals. Examples of work or tasks provided by a service animal include, but are not limited to, guiding a person with impaired vision, alerting a person with a hearing impairment, pulling a wheelchair, and alerting and protecting a person who is having a seizure. Service animals are working animals, not pets. The work or task a service animal has been trained to provide must be directly related to the functional limitations of the



person's disability. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals.

#### **B. Service Animal in Training:**

A dog undergoing training by an approved trainer who is an agent of an organization generally recognized by agencies involved in the rehabilitation of persons who are disabled as reputable and competent to provide training for assistance animals, and/or their handlers.

#### **C. Emotional Support Animals**

"Emotional Support Animals" (sometimes referred to as "assistance animals," "social or therapy animals," "companion animals," and/or "comfort animals") are animals that perform tasks and/or provide service, assistance, or emotional support that alleviates one or more identified symptoms or effects of an individual's disability. Emotional support animals do not assist with daily living tasks and are not required to have received special training. They must provide relief for an identified emotional or psychiatric disability.

Generally, emotional support animals are only permitted in residence; however, the University, in compliance with the ADA, for an individual that requests an emotional support animal as an accommodation for a disability, will assess reasonable accommodations available to effectively allow the individual to participate in the University's program, service, or activity with the emotional support animal.

An employee desiring the use of an emotional support animal as a reasonable accommodation based on a disability shall submit a request to Human Resources Office. (See Section VII. below.)

A student desiring the use of an emotional support animal as a reasonable academic accommodation must make a request to the Office of Disability Services.

#### **D. Pet**

A "Pet" is an animal kept for ordinary use and companionship. A pet is not considered a service or an emotional support animal. Pets are not covered by this policy. Individuals are not permitted to keep or bring pets on Texas Wesleyan University property or in University housing.

#### **E. Individual with a Disability**

An Individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or record of having, such impairment, or a person who is perceived by others as having such an impairment.

#### **F. Approved Animal in Housing**

An "Approved Animal" is a service animal or an emotional support animal that has been permitted in Texas Wesleyan University Housing Office as a reasonable accommodation under this policy.



## **V. General Procedures for Service or Emotional Support Animals**

Animals are permitted on campus grounds and in some cases, into University buildings, providing the animal's owner/handler follows federal, state and local laws and those rules covered in this policy. Provisions for service and emotional support animals in campus buildings are also covered below.

### **A. Service Animals:**

#### **Employees**

If it is not apparent that the animal is a service animal, an employee of the University may be asked the following:

1. Whether the service animal is needed because of a disability;
2. What work or task the animal has been trained to perform to assist the employee with his or her disability.

Staff cannot ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.

An employee who refuses to identify the work or task the animal is trained to perform or who identifies the work or task that does not qualify as a service animal shall not be permitted to bring their animal into a University space. Removal or exclusion of an animal does not exclude the employee from being on campus. An employee that identifies the work or task his or her animal has been trained to perform to assist the employee with his or her disability that would permit the animal's presence in a University space is encouraged to notify the Human Resources Department.

#### **Students**

If it is not apparent that the animal is a service animal, a student of the University may be asked the following:

1. Whether the service animal is needed because of a disability;
2. What work or task the animal has been trained to perform to assist the employee with his or her disability.

A student who refuses to identify the work or task the animal is trained to perform or who identifies the work or task that does not qualify as a service animal shall not be permitted to bring their animal into a University space. Removal or exclusion of an animal does not exclude the student from being on campus. A student that identifies the work or task the animal is trained to perform to assist the student with his or her disability that would permit the animal's presence in a University space is encouraged to notify the Dean of Student Affairs for any assistance needed.



## **B. Emotional Support Animals:**

### **Employees**

An employee who has an emotional support animal must notify the Human Resources Department of the request to use an emotional support animal while on University property. The Associate Vice President of Human Resources, or her designee, shall determine the employee's functional limitations imposed by his or her disability and what accommodations, including the option to the emotional support animal on campus, are available to reasonably accommodate the employee. (See Section VII. below.)

### **Students**

A student who has an emotional support animal must notify the Office of Disability Services of the request to bring an emotional support animal on campus while attending classes. Such request shall be documented in writing on a Request for Accommodation form, which is available at the Office of Disability Services. The student shall be assigned to a Disabilities Accommodations Coordinator who shall determine the student's functional limitations imposed by the disability and what accommodations, including the request to bring an emotional support animal on campus, are available to reasonably accommodate the student.

## **C. Visitors and Animals on Campus**

Visitors, including alumni, event attendees, seminar participants, potential students and families on campus tours, vendors and other business visitors of the University, as well as all other guests of the University, are not required to receive permission from the University prior to bringing a service animal onto University property. If it is not apparent that the animal is a service animal, the handler may be asked the following questions:

1. Whether the service animal is needed because of a disability;
2. What work or task the animal has been trained to perform to assist the student with his or her disability.

A visitor who refuses to identify the service or task the animal is trained to perform or who identifies a service or task that does not qualify as a service animal shall not be permitted to bring their animal into a University space. Removal or exclusion of the animal does not exclude the visitor from being on campus.

The department or office the visitor wishes to visit, or the office sponsoring the event the visitor wishes to attend, should be contacted in advance if the visitor has any questions about the rules concerning the presence of a service animal at a specific event or in a specific location on campus. Questions may also be addressed to the Office of Disability Services or Campus Security.

A visitor to the University who is accompanied by a service animal may be denied entrance to a specific event or location if the presence of the animal interferes with the



safe and normal operation of the University, poses a risk to the animal or is otherwise not allowed.

Visitors are not authorized to bring emotional support animals, Therapy animals or Pets into or upon a University space.

## **VI. Handler's Responsibilities**

- A. A service animal, or emotional support animal that has been authorized to be on University property as part of an accommodation plan (approved emotional support animal), must be personally supervised by the Handler, and the Handler must retain full control of the animal at all times while on property owned or controlled by the University.
- B. Service animals, or approved emotional support animals, may not be left unattended at any time on property owned or controlled by the University.
- C. Service animals, or approved emotional support animals, may not be tied or tethered to any property owned or controlled by the University, including but not limited to buildings, railings, bike racks, fire hydrants, fences, sign posts, benches and trees, and may not be allowed to run loose anywhere on campus.
- D. The Handler shall ensure that the service animal, or approved emotional support animal, is housebroken.
- E. Service animals, or approved emotional support animals, must not be allowed to disrupt or interfere with University activities including, but not limited to, teaching, research, service or administrative activities. If the animal is unruly or disruptive, poses a threat to the health or safety of the University community, or if the Handler fails to maintain control of the animal, the Handler must regain control immediately or remove the animal from the University property. If the improper behavior continues or happens more than once, the Handler may be prohibited from bringing the animal on University property. This shall be determined on a case-by-case basis. In the event an animal is banned, the University will engage in a good faith interactive process with the individual to determine if other accommodations will effectively allow the individual to participate in the program, service, or activity.
- F. The Handler is responsible for cleaning up any waste created by the animal and for all costs related to damages created by the animal. This includes fees for clean-up and disposal of animal waste or replacement and repair of University or other individuals' assets, including grounds, personal property and improvements.
- G. The Handler must, at all times, maintain direct control of the service animal or approved emotional support animal. To the extent possible, the animal must be harnessed, leashed or tethered unless these devices interfere with the animal's work or the individual's disability prevents use of these devices. In that case, the animal must be controlled through voice, signal or other effective controls.
- H. The Handler should have a plan in place for animal care in the event of an emergency.
- I. The Handler shall be responsible for arranging for alternative shelter if the animal has to be removed from campus due to disruptive or unsafe behavior or due to unsafe environmental conditions if the handler becomes unable to care for the animal.
- J. All Handlers are responsible for compliance with state and local laws concerning animals (including registration, vaccinations, and tags).



## **VII. Disability Accommodations for Employees with Animals**

The prohibition on employment discrimination in Title I of the ADA and Section 504 of the Rehabilitation Act require reasonable accommodation for those with disabilities. An animal may be a reasonable accommodation for some disabilities.

What is a reasonable accommodation is always determined through an interactive dialogue with the employee. Texas Wesleyan University may ask about the nature of the employee's disability and require documentation that an animal can assist the employee in performing the duties of the job. Texas Wesleyan University can anticipate that not all documentation for requested assistance animal accommodations will come from a medical or health care professional. Information about the nature of the employee's disability should always come from a health care professional. However, information about how an animal can assist the employee in his/her job may come from an animal trainer or other person familiar with animals. So long as the individual has sufficient expertise to provide an opinion about how the animal can assist the employee in performing his/her job, it is acceptable. Depending on the species of animal involved in the accommodation request, the documentation should also include information about training the animal has received to ensure that it can behave in the workplace.

A trained dog that performs task, work, or is needed as a disability accommodation requests is reasonable where:

- the employee's disability and the animal's function are related
- the animal will improve the employee's ability to perform the job
- the animal will not be a disruptive presence in the workplace
- the accommodation does not present an undue hardship

Not all animals are necessarily disruptive in the workplace. An animal that is disruptive, however, is not a reasonable accommodation.

Employees are responsible for the care and supervision of their animals. Texas Wesleyan University must provide appropriate accommodations that enable their employees to provide this care – e.g., appropriate breaks to allow the employee to take the animal outside to attend to bodily functions. Employees are not necessarily entitled to take an animal throughout the workplace, but only to those locations necessary to perform their job. Animals that pose a health or safety risk to others, cannot be controlled by their handlers, or are not housebroken can be removed.

## **VIII. Animals in University Housing (Residence Halls)**

A resident student/faculty/staff seeking to keep a service animal in housing must make a formal request to Residence Life (RL). Requests should be submitted as soon as possible before the semester the animal is requested and by the deadlines specified by Texas Wesleyan



University. Requests submitted after the deadline or after the student is already placed in housing may take 30 days or more; accordingly, students should submit their requests to RL at least 30 days prior to the date the student would like to bring the animal to housing.

#### **A. Service Animals in University Housing (Residence Halls)**

When the need for a service animal is not readily apparent, Texas Wesleyan University may ask the student two questions for the purpose of determining whether an animal qualifies as a service animal:

1. Whether the animal is needed because of a disability;
2. What work or task the animal has been trained to perform to assist the resident.

Residence Life recommends voluntary registration of Service Animals. In case of emergency situations, this helps emergency staff know to look for these animals during emergency evacuation processes. If a service animal is registered with Residence Life, Residence Life staff will make a reasonable effort to notify the other residents that a service animal will be in the living area. This notice will be limited to information about the animal's presence; there will be no disclosure of the student's disability. Other resident students with medical conditions who are affected by animals (e.g., severe allergies, respiratory diseases), are asked to contact RL if they have a health or safety related concern about exposure to a service animal. Such affected students may be eligible for an accommodation when living in proximity to a service animal. Residence Life staff will collaborate as necessary to resolve conflicts related to a service animal. Staff members will consider the needs and/or accommodations of all resident students involved. Residence Life may relocate the Handler and Approved Animal if necessary to accommodate other students with medical condition(s) who are affected by animals or in other circumstances as deemed appropriate in the sole discretion of Texas Wesleyan University.

Service animals may travel freely with their Handler throughout Texas Wesleyan University housing and other areas of the campus. A service animal shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).

#### **B. Emotional Support Animals in University Housing (Residence Halls)**

A resident student seeking to keep an emotional support animal in housing must make a formal request to RL. Requests should be submitted as soon as possible before the semester the animal is requested and by the deadlines specified by Texas Wesleyan University. Requests submitted after the deadline or after the student is already placed in housing may take 30 days or more; accordingly, students should submit their requests to RL at least 30 days prior to the date the student would like to bring the animal to housing.

When the need for an emotional support animal is not readily apparent, Texas Wesleyan University may request additional official written documentation from a licensed physician,



psychiatrist, or other mental health professional, including (1) verification of the student's disability-related need for a assistance animal, (2) a written statement on how the animal serves as an accommodation for the documented disability, and (3) a statement on how the need for the emotional support animal relates to the ability of the student to use and gain benefit from Texas Wesleyan University housing. Any necessary documentation must be dated within the last 12 months.

If the request for an emotional support animal is approved, the requesting student will be asked to acknowledge, in writing, receipt of, and their agreement to comply with, this policy. Individuals living in University housing will be permitted to have no more than one support animal.

If the request for an emotional support animal is approved, Residence Life staff will make a reasonable effort to notify the other residents that an emotional support animal will be in the living area. This notice will be limited to information about the animal's presence; there will be no disclosure of the student's disability. Other resident students with medical condition(s) who are affected by animals (e.g., severe allergies, respiratory diseases) are asked to contact RL if they have a health or safety related concern about exposure to an emotional support animal. Such affected students may be eligible for a disability accommodation when living in proximity to an emotional support animal. Residence Life staff will collaborate, as necessary to resolve conflicts related to an emotional support animal. Staff members will consider the needs and/or accommodations of all resident students involved. Residence Life may relocate the Handler and approved animal if necessary to accommodate other students with medical condition(s) who are affected by animals or in other circumstances as deemed appropriate in the sole discretion of Texas Wesleyan University.

Emotional support animals must be contained within the privately assigned residential area (room, suite, apartment) at all times, except as otherwise expressly provided. When transported outside the private residential area, assistance animals must be in an animal carrier or controlled by leash or harness. When outside the residence, the Handler of an emotional support animal shall carry the letter provided by RL identifying the animal as an emotional support animal.

### **C. Responsibilities of the Handler of Service or Emotional Support Animal in University Housing (Residence Halls)**

1. The Handler is responsible for assuring that the approved animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there. In addition, the approved animal must not pose a threat to the health, safety, or property of anyone in the Texas Wesleyan University community. If Texas Wesleyan University determines that the approved animal threatens the health, safety, or property of anyone in the Texas Wesleyan University community, or that the approved animal is adversely affecting Texas Wesleyan University's programs and activities, Texas Wesleyan University will take appropriate measures, up to and including a determination that the approved animal may no longer be permitted on campus.



2. The Handler must always be in control of the animal. The care and supervision of the approved animal is solely the responsibility of the Handler. The Handler is responsible for ensuring the safety of the approved animal and the Texas Wesleyan University community. The Handler must not have any past or current student conduct issues that may impact the Handler's ability to care for and effectively control an animal. If Texas Wesleyan University determines that such conduct issues are negatively impacting the safety of the approved animal or the Texas Wesleyan University community, Texas Wesleyan University will take appropriate measures, up to and including a determination that the approved animal may no longer be permitted on campus.

3. The Handler is financially responsible for the actions of the approved animal, including bodily injury or property damage. The Handler's responsibility covers but is not limited to replacement of furniture, carpet, windows, wall coverings, and the like. The Handler is expected to cover these costs at the time of repair.

4. The Handler is responsible for any expenses incurred for cleaning above and beyond a standard cleaning or for repairs to Texas Wesleyan University premises that are assessed after the student and animal vacate the residence. Texas Wesleyan University shall have the right to bill the Handler's account for unmet obligations.

5. The Handler is responsible for ensuring the cleanup of the approved animal's waste and, when appropriate, must toilet the approved animal in areas designated by Texas Wesleyan University consistent with the reasonable capacity of the Handler. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied up before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces.

6. The Handler is financially responsible for any expense of pest treatment that is beyond routine pest control. The Handler's residence may be inspected for pests as needed and the Residence Life staff will schedule any such inspection. If pests are detected upon inspection, the residence or residence hall will be treated using Texas Wesleyan University approved pest control methods and the Handler is expected to cover these costs at the time they are incurred.

7. The Handler understands that Texas Wesleyan University may use pesticides, pest-control devices, de-icing materials, cleaning supplies and other materials for the maintenance and operation of housing and the Handler acknowledges and agrees that Texas Wesleyan University is not responsible for any harm to approved animals caused by such materials.

8. The Handler is responsible for the overall health and well-being of the approved animal. This Includes but is not limited to:

9. Vaccinations: In accordance with local ordinances and regulations, the Approved Animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Cats should have the normal shots required for a healthy animal. Local licensing and microchipping requirements must be followed.



**10.** Approved animals to be housed in Texas Wesleyan University housing must have an annual clean bill of health from a licensed veterinarian. Documentation can be a vaccination certificate for the animal or a veterinarian's statement regarding the approved animal's health. Texas Wesleyan University has authority to direct that the approved animal receive timely veterinary attention (e.g., if fleas, ticks, or other pests are detected through inspection (as per Section IV.F. above), and to require documentation demonstrating the approved animal has been treated.

**11.** Texas Wesleyan University reserves the right to request documentation showing that the Approved Animal has been tagged and/or chipped pursuant to local and State of Texas laws.

**12.** Approved animals must be taken with the student if they leave campus for a prolonged period of time. Approved animals may not be left overnight in Texas Wesleyan University housing to be cared for by another student.

**13.** The Handler must notify RL in writing if the approved animal is no longer needed or is no longer in residence.

**14.** The Handler agrees to continue to abide by all other residential policies. A reasonable accommodation which may constitute an exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

**15.** The Handler shall indemnify and hold harmless Texas Wesleyan University from all expenses, injuries, or claims arising out of the Handler's control and/or use of the approved animal.



## Residence Life Service and Emotional Support Animal Form

### Student Information:

<b>Full Name</b>	
<b>Student ID Number</b>	
<b>Phone Number</b>	
<b>Residence Hall</b>	
<b>Room Number</b>	
<b>Permanent Address</b>	Street: City, State, Zip:

### Animal Information:

<b>Service or Emotional Support</b>	
<b>Name</b>	
<b>Dog or Cat</b>	
<b>Breed</b>	
<b>Gender</b>	
<b>Color</b>	
<b>Age and Weight</b>	
<b>Animal up to date on Vaccinations?</b>	
<b>Micro Chip Number</b>	
<b>Flea and Tick Prevention Used</b>	
<b>Last Rabies Vaccination Date</b>	

### Veterinary Information:

<b>Full Name</b>	
<b>Hospital or Clinic Name</b>	
<b>Phone Number</b>	
<b>Permanent Address</b>	Street: City, State, Zip:

My signature below, attests to the fact that I fully understand and will abide by the conditions and guidelines outlines above in the Residence Life Service and Emotional Support Animal Policy. I understand that the Office of Residence Life or other Campus Entity may determine that a Service or Emotional Support animal may be removed from campus at any time after the initial accommodation is approved.

I FURTHER UNDERSTAND THAT ANY AND ALL DAMAGES CAUSED TO PROPERTY OR PEOPLE AT TEXAS WESLEYAN UNIVERSITY BY MY ANIMAL, AND ALL RESULTING CLAIMS, DEMANDS OR LAWSUITS, ARE SOLELY MY RESPONSIBILITY. I FULLY INDEMNIFY THE UNIVERSITY, ITS EMPLOYEES, AND TRUSTEES OF AND CLAIMS OR DEMANDS OF ANY KIND, WHICH ARISE IN CONJUNCTION WITH MY SERVICE ANIMAL.

Resident Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Residence Life Staff: \_\_\_\_\_

Residence Life Staff Signature: \_\_\_\_\_

Date: \_\_\_\_\_