



POLICY TITLE
SERVICE AND EMOTIONAL SUPPORT ANIMAL

POLICY NUMBER:
SUS-10-002

Responsible Unit: <i>System Office for Compliance</i>	Effective Date: <i>10/19/2024</i>
Responsible Official: <i>System Director for Compliance</i>	Last Reviewed Date: <i>10/19/2024</i>
Policy Classification: <i>Legislative Affairs and Legal</i>	Origination Date: <i>05/31/2019</i>

I. POLICY STATEMENT AND RATIONALE

The Southern University System (System) is fully committed to ensuring qualified individuals with disabilities have equal access to the full range of programs, services, activities, and facilities of the System. As pets are not allowed in System buildings, including, but not limited to, classrooms, laboratories, hallways, stairways, elevators, restrooms, and common areas, this policy establishes the process and procedures to ensure individuals with disabilities have equal access to the full range of programs, services, activities, and facilities of the System. It establishes requirements for animal behavior, animal health and well-being, and animal cleanliness.

The System Office for Compliance may develop supplemental procedures and forms to further support the implementation of this Policy among the institutions of the System. However, this Policy establishes various mandatory obligations with which all supplementary procedures and forms must comply.

II. POLICY SCOPE AND AUDIENCE

This policy applies to all System employees, students, members of the general public, and their service or emotional support animal.

This Policy supplements the System's Americans with Disabilities Act and Disability Services policies and should be applied in conjunction with those policies. Therefore, the System's

Americans with Disabilities Act and Disability Services policies are incorporated into this Policy.

III. POLICY COMPLIANCE

The System and its institutions are subject to this Policy and all related procedures and forms. Each institution's ADA Coordinator, Disability Services Coordinator, and Vice-Chancellor overseeing university housing is the responsible official for the implementation of this Policy on the institutional level.

Violations or failure to adhere to this Policy may result in action under the appropriate handbook for faculty and staff, including termination, and discipline under the appropriate code of conduct for students.

Pursuant to Louisiana law, persons who violate certain provisions of this Policy may be subject to criminal and civil liability. (La. R.S. 46:1956).

IV. POLICY DEFINITIONS

- a. **Emotional Support Animal:** Animals that work, provide assistance, or perform tasks necessary for the benefit of an individual with a disability; or animals that provide emotional support for individuals with disabilities. This term is used in accordance with the Fair Housing Act. Emotional support animals are often referred to as assistance animals, comfort animals, companion animals, support animals, or therapy animals.

Further, there must be a relationship, or nexus, between the individual's disability and the assistance the animal provides. The individual with a disability may be permitted to keep an emotional support animal as a reasonable accommodation in housing facilities that otherwise impose restrictions or prohibitions on animals.

In order to qualify for such an accommodation, the emotional support animal must be necessary to afford the individual an equal opportunity to use and enjoy a dwelling or to participate in the housing service or program.

An emotional support animal is not a service animal and unlike a service animal, an emotional support animal does not require training to assist a person with a disability with activities of daily living.

- b. **Service Animal:** Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability (There is a separate provision regarding miniature horses). Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. This term is used in accordance with the ADA.

Under Louisiana law, a service animal includes a dog who has been trained or is being trained to do work or perform a task for a person with a person with a disability.

Additionally, a service animal includes a dog trained as any of the following: a hearing dog, a guide dog, a seizure alert dog, a mobility dog, an autism service dog, a dog providing assistance during a medical crisis, and a service dog providing assistance to persons, including veterans with traumatic brain injury or post traumatic stress disorder.

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 nonviolent 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. (28 C.F.R. §36.302(c)).

- c. **Pet:** A domesticated animal kept in the home for pleasure and companionship, rather than for the purpose of assisting persons with disabilities. A pet is not considered a service animal or an emotional support animal, and, therefore, is not covered by these requirements and related policies.
- d. **Housing Partner:** As referenced in this Policy, refers to the individual who benefits from the emotional support animal's use or service animal's training.
- e. **Handler:** Refers to the housing partner of a service or emotional support animal as well as any other person who is charged with control of a service or emotional support animal.

V. POLICY IMPLEMENTATION PROCEDURES

1. GENERAL PROVISIONS

Guide	Service Animals	Emotional Support Animals
<i>Federal Mandate:</i>	<i>ADA</i>	<i>FHA</i>
Emotional Support Coverage:	Excludes Emotional Support	Includes Emotional Support
Where can you take the animal?	Anywhere on Campus	Housing Areas Only
Reason for the animal:	Access	Reasonable Accommodations
Is approval Necessary:	Automatically Allowed	Approval Needed
Type of Animals Allowed:	Dogs (possibly a miniature horse)	All Animals

a. SERVICE ANIMALS

A service animal does not need prior approval, as long as it is readily apparent that the animal is trained to do work or perform tasks for the benefit of an

individual with a disability. Under the ADA, an individual who is accompanied by a service animal may not be excluded from an area where the public is generally allowed to go. However, service animals may be prohibited in certain restricted areas of campus because of health, environmental, or safety concerns or hazards. A service animal must be under control of its handler. Service animals must be harnessed, leashed, or tethered, unless the individual's disability prevents using these devices or these devices interfere with the service animal's safe, effective performance of tasks. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

When it is not obvious what service an animal provides, only limited inquiries are allowed. The System may ask two questions: (1) is the animal a service animal required because of a disability, and (2) what work or task has the animal been trained to perform. The System cannot ask about the person's disability, require medical documentation, require a special identification card or training for the animal, or ask that the animal demonstrate its ability to perform the work or task.

The System is not required to provide care for or supervision of a service animal.

People with disabilities who use service animals cannot be isolated from other patrons, treated less favorably than other patrons, or charged fees that are not charged to other patrons without animals.

Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals.

Grounds to Exclude a Service Animal

A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the animal is out of control and the handler does not take effective action to control it; or (2) the animal is not housebroken. When there is a legitimate reason to ask that a service animal be removed, the System must offer the person with the disability the opportunity to obtain goods, services, and accommodations without the service animal's presence.

b. MINIATURE HORSES

Miniature horses that have been individually trained to do work or perform tasks for people with disabilities are treated in the same manner as service animals. However, the following assessment factors must be considered by the ADA Coordinator in order to determine if a miniature horse can be accommodated in a System facility: (1) the type, size, and weight of the miniature horse and whether the facility can accommodate these features; (2) whether the handler has sufficient control of the miniature horse; (3) whether the miniature horse is housebroken; and (4) whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

c. SERVICE DOG TRAINERS AND PUPPY RAISERS

During the training of a service dog, any trainer or puppy raiser of such dog shall have the same rights and privileges as a person with a disability to be accompanied by a service dog. (La. R.S. 46:1955).

d. EMOTIONAL SUPPORT ANIMALS

Unless granted as an accommodation for System housing by the ADA Coordinator or the Disability Services Coordinator, emotional support animals are not allowed on the premises of the System. If this accommodation is granted, the emotional support animal will only be allowed in System housing areas.

2. SYSTEM HOUSING

The System highly encourages students to begin the process for service or emotional support animals to reside in System housing at least thirty (30) days prior to move-in day. This allows for time to review the documentation provided, engage in the interactive process, and make any necessary accommodations. Accommodations are not retroactive, and the System is not obligated to provide accommodations until the required process has been completed and all required documentation received.

System housing will provide a decal for the room/apartment door once an animal has been approved and registered.

a. SERVICE ANIMALS

A service animal may reside in a System housing with its housing partner provided that its behavior and care does not create unreasonable disruptions for residents, employees, and other System community members. Disruptions, including noise levels, will be addressed by System housing in the same manner as with all residents. A service animal is permitted in all areas of the System where the person it serves is permitted.

While a service animal does not need prior approval from the ADA Coordinator or Disability Services Coordinator, the animal must be registered with System housing using the required forms.

b. EMOTIONAL SUPPORT ANIMALS

The ADA Coordinator is responsible for granting employee accommodations for emotional support animals. An employee must make a request in accordance with the System's Americans with Disabilities Act Policy.

The Disability Services Coordinator is responsible for granting student accommodations for emotional support animals. A student must make a request in

accordance with the System's Disability Services Policy.

The ADA Coordinator and the Disability Services Coordinator must engage with System housing as part of the interactive process.

An emotional support animal may reside in System housing only after approval by the ADA Coordinator or Disability Services Coordinator and the animal is registered with System housing using the required forms.

An emotional support animal's behavior and care cannot create unreasonable disruptions for residents, employees, and other System community members. Disruptions, including noise levels, will be addressed by System housing in the same manner as with all residents.

Requirements for an Emotional Support Animal

- A request is made to the ADA Coordinator for employees or to the Disability Services Coordinator for students;
- The request is supported by reliable disability-related information (There must be an identifiable relationship or nexus between the disability and the assistance the animal provides.), if the disability and the disability-related need for the animal were not apparent and the ADA Coordinator or the Disability Services Coordinator requested such information;
- Granting the request would not impose an undue financial and administrative burden on the System;
- The request would not fundamentally alter the essential nature of the System's operations;
- The specific emotional support animal in question would not pose a direct threat to the health or safety of others after reasonable accommodations that could eliminate or reduce the threat; and
- The request would not result in significant physical damage to the property of others after reasonable accommodations that could eliminate or reduce the physical damage.

Note: Emotional distress resulting from having to give up an animal because of a "no pets" policy does not in and of itself qualify a person for an accommodation. Appropriate documentation of a disability is required.

The ADA Coordinator, Disability Services Coordinator, and System housing may consider the following factors, among others, to assist in housing assignments, and as evidence to determine whether the presence of the emotional support animal is necessary to accommodate the disability:

- The size of the animal is too large for available assigned housing space;
- The animal's presence would evict another individual from individual housing (e.g., serious allergies);

- The animal's presence otherwise violates another individual's right to enjoyment;
- The animal is not housebroken or is unable to live with others in a reasonable manner;
- The animal's vaccinations are not up-to-date;
- The animal poses or has posed a direct threat to the housing partner or other individuals, including but not limited to, aggressive behavior, which may or may not include personal injuries, toward the housing partner or others;
- The animal causes or has caused damage to System property beyond what is normally considered reasonable wear and tear.

c. REQUIRED FORMS

The following forms must be completed and provided to System housing before a service or emotional support animal may reside in System housing.

- Service or Emotional Support Animal Registration Form.
- Veterinarian Verification Form: A veterinarian must complete the form.
- Roommate Acknowledgement Form: This form is to be completed if the roommate is known; otherwise, the form will be forwarded to the housing partner's roommate(s) for completion prior to finalization of assignments.

Updated forms are to be submitted within twenty-four (24) hours of any change in the information about the animal.

d. CONFLICTING CONDITIONS

Individuals with medical condition(s) that are affected by the animal's presence (e.g., respiratory diseases, asthma, and severe allergies) should contact System housing to address any health or safety-related concerns associated with their exposure to the animal. System housing will seek to make reasonable accommodations for individuals with such medical conditions that require accommodation when living in proximity to service or emotional support animal in a timely manner.

System housing will make reasonable efforts to notify the members of the residential community when a service or emotional support animal is present. The conflicting conditions, needs, and accommodations of all persons involved will be considered and coordinated to the best of System housing's ability in the approval process.

e. EMERGENCY RESPONSE

Should an emergency situation occur which requires evacuation or other action from the housing partner, and an emergency response team be called, the team

will attempt to keep the animal and housing partner together. However, the team's primary efforts will be toward ensuring the safety of the housing partner and all other residents, which may necessitate leaving the animal behind in certain emergency evacuation situations.

3. APPEALS AND GRIEVANCES

All appeals and grievances regarding employees and the general public should follow the internal complaint procedure provided for in the System's Americans with Disabilities Act Policy.

All appeals and grievances regarding students should follow the grievance procedure provided for in the System's Disability Services Policy.

4. PUBLIC ETIQUETTE TOWARDS SERVICE OR EMOTIONAL SUPPORT ANIMALS

It is okay to ask someone if she/he would like assistance if there seems to be confusion, however, faculty, staff, students, visitors and members of the general public should avoid the following practices:

- Petting a service or emotional support animal, as it may distract them from the task at hand.
- Feeding a service or emotional support animal.
- Deliberately startling a service or emotional support animal.
- Separating or attempting to separate a handler from his/her service or emotional support animal.

5. COMMUNITY STANDARDS

a. ANIMAL BEHAVIOR

- i. The service or emotional support animal must be under the control of its housing partner or handler at all times while on System property, including, but not limited to, within the System residence halls/apartments. It is expected that the animal will be controlled by a leash, harness, or appropriate device (tank, cage, etc.) at all times while on or in System property unless the performance of the animal's work or tasks related to the individual's disability require the animal to be off-leash/harness. The animal may be off leash/harness or outside of an appropriate device within the confines of the housing partner's bedroom, but must remain under the control of the housing partner or handler and must be leashed/harnessed/confined at all times when outside of the bedroom or apartment if living alone, or if a roommate(s) requests leashing/harnessing/containment. When the animal is unattended, it must remain in the housing partner's bedroom, or apartment if living alone, and

kenneled or housed in an appropriate device (tank, cage, etc.).

- ii. System housing may exclude/remove a service or emotional support animal in its sole discretion when it 1) poses a direct threat to the health or safety of others; or 2) results in an alteration of an essential element of a System program. Additionally, System housing has the ability to relocate the housing partner/handler and the animal as necessary when the animal poses a direct threat to the health and/or safety of others, or if the failure to do so would force relocation of another student under a contractual agreement, or for any other reason System housing reasonably believes warrants relocation.
- iii. System housing has the authority to temporarily or permanently exclude a service or emotional support animal from its grounds or facilities if the animal's behavior is unruly or disruptive, in ill health, or habitually unclean. The System has adopted a "one-bite policy" which requires a service or emotional support animal be removed from System property after a single occurrence of biting or other aggressive behavior. If the animal is deemed an immediate threat to the health and safety of others, the decision to exclude a service or emotional support animal from the residential facility will be made exclusively by the Vice Chancellor overseeing housing. If not considered an emergency, the decision to remove the animal will be made by the Vice Chancellor overseeing housing in conjunction with the ADA Coordinator for employees and the Disability Services Coordinator for students after evaluating information collected from all parties involved.
- iv. An emotional support animal must be contained within the privately assigned individual living accommodations (e.g. room, suite, or apartment if living alone) except to the extent the housing partner or handler is taking the animal out for natural relief. When an emotional support animal is outside the private living accommodations, it must be in an animal carrier or controlled by a leash or harness. Emotional support animals are not allowed in any System facilities other than the residence hall or apartment (e.g. rooms, suites, apartments, etc..) to which the housing partner is assigned.

b. ANIMAL HEALTH AND WELL-BEING

- i. All animals residing in System housing must have all veterinarian-recommended vaccinations necessary to maintain the animal's health and prevent contagious diseases. Housing partners are expected to submit documentation of vaccinations before August 1 for the fall semester and December 1 for the spring semester. The System reserves the right to request updated verification at any time during the animal's residency. Documentation shall be maintained at the residence at all times.

- ii. If taken outside the residence, an animal residing in System housing must wear identification tags with the student's name, a campus address, and a current rabies tag.

Note: The System may prohibit the use of service animals in certain locations for health and safety reasons (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, rooms with heavy machinery and all other areas considered inaccessible to animals under Louisiana law. Service animals are prohibited from kitchens and food preparation areas, not including public dining areas (e.g., the Union), except those in apartments and other System residential facilities.

- iii. Emotional support animals (as defined by the Fair Housing Act) are only allowed in a housing partner's residence, common areas, and room or apartment after a request has been submitted and approvals granted. Emotional support animals are not allowed to be outside of the residence hall or apartment environment except for exercise or relief. Unlike a service animal, emotional support animals are not allowed in other System facilities.
- iv. Animals that are ill should not be taken into public areas. A housing partner with an ill animal may be asked to leave System facilities or remove the animal from System premises. Upon reasonable suspicion that the animal is ill, System housing may require temporary and exclusive examination by a veterinarian.

c. ANIMAL CLEANLINESS

- i. Handlers are responsible for properly containing and disposing of the animal's solid waste (e.g. feces).
 - Indoor animal waste, and/or used litter, must be disposed of in an outside trash dumpster. The litter must be changed weekly with pet waste separated from the litter twice each week or more frequently to avoid odors. Litter boxes must be placed on mats to minimize contamination of carpeted surfaces.
 - Outdoor animal solid waste must be immediately retrieved by the handler, placed in a plastic bag and securely tied before being disposed of in an outside trash dumpster.

- A designated pet walk area may be provided in certain residential areas.
 - In the event that the handler is not physically able to clean up after the animal, it is then the responsibility of the handler to hire someone capable of cleaning up after the animal. The person cleaning up after the animal should abide by the following guidelines:
 - Always carry equipment sufficient to clean up the animal's feces when the animal is on campus.
 - Properly dispose of waste and litter in appropriate containers (e.g., an outside trash dumpster).
- ii. Housing partners are responsible for providing appropriate cleaning supplies, all basic necessities for the animal, including food, water, medicines, and all other supplies necessary to ensure its health and safety within the confines of their bedroom/apartment if living alone.
 - iii. An animal's food should be kept in a closed container within the housing partner's bedroom, or apartment if living alone.
 - iv. If the animal vomits, urinates, leaves solid waste, and/or becomes incontinent, it is the responsibility of the handler to clean and sanitize the contaminated area immediately. If the contamination occurs indoors, clean-up must include disinfectant of the area and carpet or floor treatment to minimize damage to the facility. All matter must be disposed of in an outside trash dumpster.
 - v. Regular cleaning to avoid significant odors and to manage shedding is expected. Housing partners may use showers/tubs within the System's residential community if they live in a space with a private bath to bathe or clean his/her service or emotional support animal, otherwise, an off-campus service must be used.
 - vi. Housing partners are responsible for taking effective precautions to avoid flea and tick infestations. If the animal is found to have fleas or ticks, the housing partner will be responsible for eliminating the fur coat infestation and laundering all pet bedding. System housing may monitor and inspect for possible infestations. If fleas, ticks, or other pests are detected on the animal or within the residence it will be treated using approved methods by a System-approved pest control service. The housing partner will be billed, as are all residents, for the expense of any required pest management due to the animal's presence.

d. HOUSING PARTNER RESPONSIBILITIES

- i. The housing partner is responsible for ensuring that the animal does not interfere with the routine activities of the System, and its surrounding property or cause difficulties for other residents who residing in the residential community. Sensitivity to residents, staff and faculty with allergies, and to those who fear animals, is an important consideration for the housing partner in order to ensure a community environment that supports the individual needs of all who reside or work at the System. When a housing partner is informed of a person with a medical condition that is affected by the animal, he/she will refer him/her to System housing personnel for their community to whom any health or safety concern about exposure to the animal may be addressed with.
- ii. The housing partner is financially and legally responsible for any injuries, which the housing partner, guests in its home, or any third person who may have contact with the animal, may sustain, including, but not limited to: illness, personal injuries, and damage to property caused by the animal beyond what is considered ordinary wear and tear, including, but not limited to, any replacement of furniture, carpet, drapes, or wall covering. The housing partner is responsible for reimbursing these costs upon repair or move-out. If a repair is made prior to move-out, charges will be posted to the resident's System account for payment.
- iii. The housing partner is responsible, as are all students, for any expenses that are required due to costs incurred for cleaning or repair to the residence or surrounding property, which is not considered ordinary wear and tear. The System reserves the right to bill the housing partner's account for all damages or deficiencies with the room's condition.
- iv. If fleas, ticks, or other pests are detected within the residence it will be treated using approved fumigation methods by a System-approved pest control service. The housing partner will be billed, as are all students, for the expense of any required pest management.
- v. To be a roommate of the housing partner, the roommate must agree to allow the service or emotional support animal to be in residence with them and sign a roommate acknowledgement to demonstrate their consent. In the event that a roommate does not want to, or cannot, live with the service or emotional support animal in the shared residential unit, either the housing partner or the roommate(s) may be moved to a more suitable location. In the event that one or more roommates, suitemates, or apartment-mates do not approve, either the resident and service or emotional support animal or the non-approving roommates, suitemates, or apartment-mates, as determined by System housing, may be reassigned to a more suitable location if space is available.

- vi. The housing partner agrees, as all students do, to continue to abide by all other System policies. Having a service or emotional support animal does not preclude the housing partner from following all other requirements of the System. Any violation of rules and requirements of the System by any resident will be reviewed as appropriate.
- vii. Service or emotional support animals may not be left overnight in System housing to be cared for by any individual other than the housing partner. If the housing partner is away from his/her residence hall or apartment overnight or longer, the animal must accompany the housing partner. The housing partner is responsible for ensuring that the animal is contained appropriately when the housing partner is not present during the day while attending classes or other activities.
- viii. The housing partner must consent to the disclosure of information regarding the request for and presence of a service or emotional support animal to those individuals who may be impacted by the presence of the animal including, but not limited to, System personnel, and any potential 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 housing partner's disability.
- ix. Should the service or emotional support animal be disqualified or removed from the premises for any reason, the housing partner will remain responsible for the terms and conditions of the housing contract for the remainder of the term of the contract.

VI. POLICY RELATED INFORMATION

- Americans with Disabilities Act of 1990 and its Amending Act of 2008
- Section 504 of the Rehabilitation Act of 1973
- The Fair Housing Act
- 24 CFR 5.300, et seq.
- 24 CFR 100.200, et seq.
- 28 CFR 36.101, et seq.
- La. R.S. 46:1951, et seq.
- La. R.S. 46:2251, et seq.


VII. POLICY HISTORY AND REVIEW CYCLE

This is a revised policy. The effective date of this revised policy is determined by the approval dates and signatures of the Chair of the Southern University System Board of Supervisors and the President of the Southern University and A&M College System. This revised policy is subject to a five-year policy review cycle.

VIII. POLICY URL

The approved policy will be posted on the Southern University System website under Board Policies at www.sus.edu/policies.


IX. POLICY APPROVAL


Dennis J. Shields (Oct 21, 2024 20:03 CDT)

Dennis J. Shields
President- Southern University and A&M College System

10-19-2024

Effective Date of Policy


Myron K. Lawson (Oct 21, 2024 16:54 CDT)

The Honorable Myron K. Lawson
Chair – Southern University System Board of Supervisors

10-19-2024

Effective Date of Policy

Service and Emotional Support Animal Policy









10-19-24

Final Audit Report

2024-10-22

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