

EMOTIONAL SUPPORT ANIMAL AGREEMENT FOR UNIVERSITY HOUSING AT OKLAHOMA STATE UNIVERSITY

Oklahoma State University (“OSU” or “University”) recognizes the importance Emotional Support Animals as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Support Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities. OSU is committed to allowing the use of Emotional Support Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This Agreement explains the specific requirements applicable to an individual’s use of an Emotional Support Animal in University housing.

Although it is the policy of OSU that individuals are generally prohibited from having animals of any type in University housing, OSU will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow Emotional Support Animals. Emotional Support Animals (ESA) may not be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Agreement. Emotional Support Animals must have current vaccination records on file with ResLife/Housing if animal is housed on campus.

I. Definitions

A. Emotional Support Animals

Emotional Support Animals 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 ADA.

The question in determining if an Emotional Support Animal will be allowed in University 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 the University housing and its presence in University housing is reasonable. However, even if the individual with a disability establishes necessity for an ESA and it is allowed in University housing, an Emotional Support Animal is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic building and facilities, classrooms, labs, individual centers, etc.).

B. Owner

The “Owner” is the resident who has requested the accommodation and has received approval to bring an Emotional Support Animal into University housing.

C. Accessibility Services Office

The Office of Student Accessibility Services collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all OSU programs and activities.

II. Procedures for Requesting Emotional Support Animals in University Housing

The procedures for requesting an Emotional Support Animal for University housing are outlined below:

A. University housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of an Emotional Support Animal is an equitable situation for all students living in University housing, OSU reserves the right to assign or reassign an individual with an Emotional Support Animal to a single room without a roommate.

B. A student requesting permission to keep an Emotional Support Animal in University housing must complete the registration process with the Student Accessibility Services Office. After successfully completing registration with the Office of Student Accessibility Services, the Owner must submit the “Emotional Support Agreement for University Housing” to the Department of Housing and Residential Life at least 30 days before the student intends to move/bring the animal into University housing. While applications submitted after this timeframe may be considered, OSU cannot guarantee that it will be able to meet a late applicant’s accommodation needs, including any needs that develop during the semester.

C. Registering an ESA with Student Accessibility Services Office requires documentation of a disability, and should generally include the following current (within the last six months) information:

1. verification of individual’s diagnosis from a physician, psychologist or other licensed

professional who is in a position to know about the individual's disability;
2. a statement of how the Emotional Support Animal is necessary because of the student's disability to ensure an equal opportunity to use and enjoy University housing.

DI. For all requests of Emotional Support Animals, Residential Life reserves the right to determine on a case-by-case basis if the presence of an Emotional Support Animal is unreasonable. A request for an Emotional Support Animal may be denied as unreasonable if the presence of the Emotional Support Animal:

1. imposes an undue financial and/or administrative burden; (i.e. size/weight of the animal vs. adequate/safe living arrangements for students)
2. fundamentally alters University housing policies; and/or
3. poses a direct threat to the health and safety of others or would cause substantial damage to the property of others, including University property.

DII. OSU may consider the following factors, among others, as evidence in determining whether the presence of the Emotional Support Animal is reasonable or in the making of University housing assignments for individuals with Emotional Support Animals:

1. the size of the animal is too large for available assigned housing space;
2. the animal's presence would force another individual from individual housing causing an unequitable situation for that student (i.e. serious allergies/asthma);
3. the animal's presence otherwise violates individuals' right to peace and quiet enjoyment; if the animal is disruptive while handler does nothing to correct behavior
4. the animal is not housebroken or is unable to live with others in a reasonable manner;
5. the animal's vaccinations are not up to date;
6. 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; or
7. the animal causes or has caused excessive damage to University housing beyond reasonable wear and tear.

DIII. Conflicting Health Conditions

Residential Life staff will make a reasonable effort to notify students in the residence building where the Emotional Support Animal will be located. Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact ResLife/Housing if they have a health or safety related concern about exposure to an Emotional Support Animal.

IV. Access to University Facilities by an Emotional Support Animal

An Emotional Support Animal must be contained within the privately assigned individual living accommodations (e.g., room, suite, apartment) 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. Emotional Support Animals are not allowed in any University facilities other than University housing (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

Notwithstanding the restrictions set forth herein, the Emotional Support Animal 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 Emotional Support Animal is subject to capture and confinement and immediate removal from University housing.

OSU will not ask for or require an individual with a disability to pay a fee or surcharge for an **approved** Emotional Support Animal. OSU personnel shall not be required to provide care or food for any Emotional Support Animal including, but not limited to, removing the Emotional Support Animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the Emotional Support Animal and may not be held responsible for the care, damage to, or loss of the Emotional Support Animal.

V. Owner's Responsibilities for Emotional Support Animal

If the University grants an individual's request to live with an Emotional Support Animal, the individual is solely responsible for the custody and care of the Emotional Support Animal and must meet the following requirements:

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 University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University requests that all students with Emotional Support Animals provide ResLife/Housing with a current photo of the animal for identification purposes in case of emergency separation from owner/handler (i.e. fire, tornado, flood, etc).

2. The Owner is required to clean up after and properly dispose of the Emotional Support Animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by OSU.
3. The Owner is required to ensure the Emotional Support Animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Emotional Support Animal and/or discipline for the individual.
4. The Owner may be charged for any damage caused by their Emotional Support Animal 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 University'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 University-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in University housing. The University shall have the right to bill the individual's account for unmet obligations under this provision.
5. The Owner must fully cooperate with Residential Life staff with regard to meeting the terms of this Agreement and developing procedures for care of the Emotional Support Animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
6. Emotional Support Animals may not be left overnight in University housing to be cared for by any individual other than the Owner. If the Owner is to be absent from their residence overnight or longer, the Emotional Support Animal must accompany the Owner. The Owner is responsible for ensuring that the Emotional Support Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
7. The Owner agrees to abide by all equally applicable University housing policies that are unrelated to the individual's disability such as assuring that the Emotional Support Animal does not create an unequitable situation for others sharing the living space by misbehaving, acting unruly, etc.
8. The Owner must notify Residential Life in writing if the Emotional Support Animal is no longer needed or is no longer in residence. To replace an Emotional Support Animal, the owner must follow the procedures in this Agreement when requesting a different animal.

VI. Removal of Emotional Support Animal

The University may require the individual to remove the Emotional Support Animal from University housing if:

1. the animal poses a direct threat to the health or safety of others;
2. the animal causes substantial property damage to the property of others;
3. the Owner does not comply with the Owner's Responsibilities set forth above; or

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

The University will base such determinations upon the consideration of the behavior of the particular Emotional Support 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 Accessibility Services Coordinator and may be appealed to the Vice President.

Should the Emotional Support Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

VII. Non-retaliation Provision

OSU will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an Emotional Support Animal.

PLEASE ONLY SUBMIT PAGES 7 & 8

**EMOTIONAL SUPPORT ANIMAL AGREEMENT FOR UNIVERSITY
HOUSING AT OKLAHOMA STATE UNIVERSITY**

VIII. Acknowledgement and Release of Information Consent Form

By my signature below, I verify that I have read and understand the above and I agree to abide by the requirements applicable to having an Emotional Support Animal. I understand that if I fail to meet the requirements set forth in the Agreement, OSU has the right to remove the Emotional Support Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract. Any violations of this agreement will be addressed through the conduct process.

I understand that I must register my ESA with the Student Accessibility Services office and if I require additional accommodations that I will need to follow procedure with that office in order to receive those accommodations, following all FERPA laws. I understand that ResLife/Housing may need to share information about the presence of the Emotional Support Animal with the intent of preparing for and/or resolving any potential issues associated with the presence of the Emotional Support Animal. I will hold Oklahoma State University harmless from any liability for disclosing such information.

I further recognize that the presence of the ESA may be noticed by others visiting or residing in University housing and agree that Residential Life staff may acknowledge the presence of the ESA and explain that under certain circumstances Emotional Support Animals are permitted for persons with disabilities.

Student Signature

Date

Residential Life Staff

Date

Emotional Support Animal Procedure Acknowledgement and Information Form Oklahoma State University

This form must be submitted prior to animal occupying the assigned space.

Resident Name _____

Animal Type _____

Animal's Breed _____

Animal's Name _____

Most Recent Rabies Vaccination Date _____
(Record Must be Attached)

Spayed or Neutered Date _____
(Record Must be Attached)

Certificate of Health Date _____
(Record Must be Attached)

Please submit a **full body photo of the Emotional Support Animal with your records

I acknowledge having read the Emotional Support Procedure and agree to abide by its terms and conditions.

Signature of Resident

Date

Resident's Printed Name

CWID

Building & Room/Apt #

Phone #

Signature of OSU ResLife/Housing Designee

Date

