

Emotional Support Animal Policy and Agreement

Young Harris College (“YHC” or “College”) recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of “Emotional Support Animals” under the Fair Housing Act that provide physical and/or emotional support to individuals with mental health disabilities. YHC is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the College’s programs and activities. YHC is also committed to allowing Emotional Support Animals necessary to provide individuals with mental health disabilities an equal opportunity to use and enjoy College housing.

This Policy explains the specific requirements applicable to an individual’s use of an Emotional Support Animal in College housing. This policy applies solely to “Emotional Support Animals” which may be necessary in College housing. It does not apply to “service animals” as defined by the ADAAA.

Although it is the policy of YHC that students are generally prohibited from having animals of any type in College housing, YHC will consider a request by a student with a mental health disability for reasonable accommodation from this prohibition to allow an Emotional Support Animal that is necessary because of a mental health disability and is reasonable. **No Emotional Support Animal may be kept in College housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy. Individuals found to have an animal in College housing without approval will be required to immediately remove the animal.**

The policies of Young Harris College are under continual examination and revision. This policy is not a contract; it merely presents the policies in effect at the time of publication and in no way guarantees that the information contained herein will not change.

POLICY

I. Definitions

A. Emotional Support Animal

An Emotional Support Animal (ESA) is an animal that provides therapeutic emotional support for an individual with a diagnosed mental health disability. Unlike service animals that are trained to perform specific tasks that are important to the independence or safety of their disabled handler, ESAs are generally not trained to perform disability-specific tasks. Their therapeutic support is a function of their presence and interaction with the person with a mental health disability. ESAs are not pets, but they typically are animals commonly kept in households as pets. An ESA may be a dog (most common), cat, small bird, rabbit, hamster, gerbil, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure. Under recent guidance from HUD, reptiles (other than turtles), barnyard animals, monkeys, and other non-domesticated animals are not considered common household animals. Exceptions to these guidelines regarding animals serving as ESAs will be considered on a case-by-case basis.

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

B. Owner

The "Owner" is a currently enrolled student at Young Harris College who requested the accommodation and has received approval to bring an ESA into College Housing.

C. Disability Services Office

The Office of Disability Services ("Disability Services Office") collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all YHC programs and activities.

D. Housing Accommodation Committee

The YHC Housing Accommodation Committee ("HAC") is a three-member panel of individuals in the following positions: (1) The Assistant Director for Residence Life; (2) Assistant Dean for Campus Life & Director of Campus Recreation; and (3) either the Assistant Director for Academic Support or Coordinator of the First Year Experience.

E. Business Days

The HAC is charged with granting or denying housing accommodation requests based on information from the student accommodation request and in consultation with Disability Services, Residence Life, and/or the YHC ADA/504 Officer.

II. Procedures for Requesting Emotional Support Animals in College Housing

The procedure for requesting ESAs follows the general procedures set forth in the General Housing Accommodation Policy for College housing and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the General Housing Accommodation Policy, this Policy shall control.

III. Criteria for Determining If Presence of the Emotional Support Animal is Reasonable

A. College 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 ESAs is not an undue administrative burden or fundamental alteration of College housing, YHC reserves the right to assign an individual with an ESA to a space with or without a roommate.

B. However, for all requests for ESAs, the Housing Accommodation Committee shall nonetheless consult with Disability Services, Residence Life, and the YHC ADA/504 Officer 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 College housing policies; and/or (3) poses a direct threat to the health and safety of others or would cause or has caused substantial property damage to the property of others, including College property.

C. The YHC Housing Accommodation Committee may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with ESAs:

- The size of the animal is too large for available assigned housing space;
- The age of the animal is inappropriate for a College residential space;
- The animal's presence would force another individual from individual housing (e.g. serious allergies);
- The animal's presence otherwise violates individuals' right to peace and quiet;
- 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 in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
- The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

YHC will not limit room assignments for individuals with ESAs to any particular building or buildings because the individual needs an ESA because of a disability. YHC will not ask for or require an Owner to pay a fee or surcharge for an approved ESA.

IV. Non-retaliation Provision

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

V. Appeal

The procedure for appealing the decision of an ESA accommodation follows the general procedures set forth in the General Housing Accommodation Policy for College housing and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the General Housing Accommodation Policy, this Policy shall control.

AGREEMENT

A completed ESA Agreement is the result of an in-person meeting with the student and designated College personnel to review and sign the agreement.

I. Accommodation Information

- ESAs are a housing accommodation. Housing accommodations last only for the duration of the specified housing agreement term.
- The Owner must complete the registration process with YHC Disability Services.
- Prior to bringing any ESA into campus housing, Owners must receive clearance through YHC's Residence Life and Disability Services.
- Animals found in campus facilities without clearance are considered pets. As per the [YHC Guide to Student Life](#), pets are not permitted in any campus building at any time with the exception of fish in an aquarium of 10 gallons or less.
- Owners will be notified of their clearance to bring an ESA into College housing by email at their yhc.edu email address.

- Before clearance will be granted, Owners must be approved for an ESA accommodation; meet with designated campus personnel to review and complete this form; and submit the documents outlined below. Documents should be submitted to Disability Services using one of the methods on the [Disability Services website](#):
 - ✓ Veterinarian's statement certifying that the animal is in good health and that all required vaccinations are up to date
 - ✓ For Dogs and Cats: Proof of current rabies vaccination
 - ✓ Two digital photos of the animal described above
 - the animal's head/face and
 - the animal's full body in a normal stance
- The animal is allowed in College housing only as long as it is necessary because of the Owner's disability. The Owner must notify Disability Services 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 Policy and the [General Housing Accommodations Policy](#) when requesting a different animal.
- If a new animal is approved as a student's ESA, the student must meet with designated College personnel to review an updated Emotional Support Animal agreement specific to the new animal.
- Students may not simply substitute one animal for another as an emotional support animal.

II. Renewing Housing Accommodations

- Housing accommodations last only for the duration of the specified housing agreement term. All housing accommodations, including ESAs, must be renewed by request for each new housing agreement term. Please see the [General Housing Accommodation Policy](#) for procedures to request housing accommodations.
- Disability Services does not send reminders about housing accommodation renewal information. Students should be prepared to renew housing accommodation requests through the normal housing assignment sign-up process including meeting the stated deadlines in the General Housing Accommodation Policy.

III. Applicable Laws

- The Owner must ensure that all local and state ordinances are followed related to being an owner of an animal, including leash laws and vaccination requirements.
- The Owner is responsible for all fees and licenses required by local and state ordinances.

IV. Permissible Locations

- ESAs are only allowed to occupy the following areas on campus:
 - Indoors:
 - the Owner's assigned living space
 - the most direct path of travel from the Owner's assigned living space to the outside for the sole purpose of entering or exiting the building
 - Outdoors:
 - any outdoor areas designated for natural relief
 - any publicly accessible space where animals are allowed

- ESAs are not allowed in any College facilities other than College residence halls (e.g. dormitories, suites, apartments, etc.) to which the Owner is assigned.

V. Dominion and Control

- The entire responsibility of the animal is taken on by the Owner and under no circumstances can the animal be under the responsibility of another resident or guest of the College.
- The Owner must control the animal effectively at all times and is expected to leash or kennel the animal when outside. 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 College housing.
- The animal cannot pose a direct threat to the health or safety of others.
- The Owner is required to provide off-campus arrangements for the care of the animal during any event(s) that will require the Owner's overnight attendance including quarantine for any illness or medical necessity.
- Under no circumstances can the animal be left unattended overnight or in the overnight-care of another YHC student.
- The animal cannot be left alone for extended periods of time. For the purposes of this agreement, an extended period of time is defined as any length of time that may cause the animal to experience undue distress or to exhibit behaviors of distress.
- When the Owner is not present, the animal must be restrained at all times in an appropriately sized cage or kennel for the animal. An appropriately sized cage or kennel is defined as a secured cage or kennel that is large enough for the animal to sit fully upright with 2-4 inches of head clearance, to easily turn around in, and to lie down comfortably with legs stretched out.
- The Owner is responsible for ensuring that the animal does not interfere with the routine of the residence hall or the unit or cause difficulties for students who reside in the residence hall or the unit (e.g. excessive barking, whining, etc.; unpleasant odors; improperly contained animals; etc.).
- The Owner is responsible for instructing others on appropriate interactions with the animal and setting clear expectations with others.

VI. Financial Responsibility

- YHC will not ask for or require an Owner to pay a fee or surcharge for an approved ESA.
- The Owner is financially responsible for the actions of the animal including, but not limited to, bodily injury and property damage (replacement of furniture, carpet, blinds, etc.).
- The Owner may be charged for any damage caused their ESA beyond reasonable wear and tear to the same extent that it charges other students for damages beyond reasonable wear and tear.
- The Owner is expected to cover all costs of returning the unit to the same condition as move-in. This may include cleaning all flooring and furniture to remove pet odors, dander, hair, etc.
- The College shall have the right to bill the Owner's account for unmet obligations under this provision.
- The College reserves the right to remove the animal from campus housing or deny an animal from College housing if the actions of the animal cause or have caused substantial damage to property of the College or others.

VI. Expectations of Care

- Routine maintenance and care of the animal is expected. This includes but is not limited to annual examinations, flea and tick prevention, and regular bathing and grooming.
- Documentation of the approved animal's clean bill of health or other health records must be obtained from a licensed veterinarian. The College reserves the right to request updated veterinary verification at any time during the animal's residency.
- Bathing or grooming of the animal is not permitted in College-owned facilities.
- If any neglect of the animal is suspected, the College reserves the right to contact outside resources for advice on how to protect the animal. This may include the YHC Police Department, the Humane Society, a local animal veterinary service, or a local rescue organization. Any fees for the use of these organizations will be the responsibility of the Owner.
- YHC 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.

VII. Animal Identification

- An ID tag and a rabies tag are required and should be on the animal at all times. The animal's ID tag should clearly state the Owner's name and contact information.
- ESAs are issued an identifying YHC tag which must be displayed on or near the animal at all times while the animal is on campus.
- Owners should be prepared to produce a copy of this Agreement and the YHC Animal ID Tag to College personnel on demand.

VIII. Animal Waste

ESAs must be housebroken. The Owner is responsible for properly containing and disposing of all animal waste in an outside trash receptacle.

Indoor animal waste

- The Owner will work with Residence Life to determine appropriate indoor locations for waste elimination of the animal. This will also include appropriate methods of waste disposal.
- Indoor animal waste must be placed in a sturdy bag and tied securely before being disposed of in an outside trash receptacle.
- The Owner is responsible for providing their own waste disposal materials.

Outdoor animal waste

- Outdoor animal waste must be immediately retrieved by the Owner, placed in a securely tied disposable bag, and deposited in an outside trash receptacle.
- Owners are strictly prohibited from bringing any animal waste inside any College facility.
- The Owner is responsible for providing their own waste disposal materials.

IX. Maintenance and Other Campus Entities

- Maintenance will not be performed in a unit or room with an improperly restrained animal. In such cases, a citation or other disciplinary measure may be issued, and the College may order removal of the animal.

- Residence Life will inspect the residential unit on a regular basis. If fleas, ticks, or other pests are detected through inspection, the unit will be treated by College-approved pest control services. Those costs will be the responsibility of the Owner.
- ESAs potentially impact a number of other residents and employees on campus. As such, the following campus entities will be made aware of the presence of an animal in the residence. Notification shall be limited to information related to the animal and shall not include information related to the Owner's disability.
 - The Vice President of Student Development
 - The Director of Residence Life
 - The Residence Life Coordinator
 - The Resident Assistant
 - Any assigned roommates/suitemates
 - The YHC Police Department
 - Facilities/Housekeeping Staff

X. ESA Evacuation and Emergency Guidelines

During an emergency, ESAs should be sheltered in their kennel or cage in the Owner's assigned living space. The kennel or cage should provide reasonable shelter for the animal. In general, ESAs would not be allowed in designated emergency shelter areas for the following reasons:

- Students with severe allergies to animals have no other alternative for shelter. Keeping general populations of students and animals in confined spaces for prolonged periods of time creates the risk of serious allergic reactions.
- If kept confined for prolonged periods of time (especially during inclement weather), animals may become agitated and/or aggressive. This puts people and other animals at risk of harm.
- Animals are less likely to relieve themselves in crates.
- Owners may rely on friends and classmates to provide a reasonable level of emotional support in the midst of an emergency situation. Their ESA is not the only thing capable of doing so.
- Human life will take priority over animal life.

In the event of an emergency:

- If the Owner is in their room, they should crate the animal before leaving the room. If possible, Owners should place the kennel or cage under their bed or cover it with a towel/blanket to further protect the animal.
- If the Owner is outside with their animal, they should move inside and put the animal in the nearest closed room available before moving themselves to the shelter location.
- If the Owner is outside without their animal, the animal should already be crated in its kennel or cage and therefore already reasonably protected in a shelter-event emergency.

XI. Violations and/or Removal of the ESA

- The Owner must fully cooperate with College personnel with regard to meeting the terms of the ESA Policy and Agreement and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).

- If the Owner is found to be in violation of any provision(s) of this agreement, permission to keep the animal in YHC Residence Life facilities may be rescinded, and the Owner will be required to immediately remove the animal from campus.
- Owners found in violation of the provision(s) of this agreement may be referred to the Office of Community Standards and Conduct.

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

- a) the animal poses a direct threat to the health or safety of others or causes or has caused substantial property damage to the property of others;
- b) the animal's presence results in a fundamental alteration of a College program;
- c) the Owner does not comply with the Owner's Responsibilities set forth above; or
- d) the animal or its presence creates an unmanageable disturbance or interference with the College community.

The College will base determinations of removal of an animal 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 Disability Services and may be appealed to the YHC's ADA/Section 504 Compliance Officer. Owners may appeal by contacting the ADA/504 Officer in writing with their appeal within 5 (five) business days of the notification of removal. The Owner will be afforded all rights of due process and appeal as outlined in that process.

The following reasons are the only valid grounds for an appeal:

1. To determine whether a procedural error occurred that materially influenced the decision maker's decision.
2. To determine whether the sanction imposed was appropriate for the violation of which the Owner was found responsible.
3. To consider new information sufficient to alter a decision or other relevant facts not brought out in the original decision because such information and/or facts were not known to the Owner at the time of the original hearing, nor could have reasonably been obtained by the Owner.

Should the ESA 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.