



## GRACELAND UNIVERSITY - RESIDENCE LIFE Service & Emotional Support Animal Procedure

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### Procedural Guidelines for Maintaining an Emotional Support Animal (ESA) Within the Graceland University Residential Community

#### DEFINITIONS

- A **Service Animal** is an animal individually trained to do work or perform tasks for the benefit of an individual with a disability. The two animals which can legally fulfill this definition are dogs and miniature horses.
- An **Emotional Support Animal (ESA)** is an animal selected to play an integral part of a person's treatment process. The ESA must demonstrate a good temperament and reliable, predictable behavior. An ESA must be prescribed to an individual with a disability by a physician or mental health professional. An ESA is **not** a Service Animal.

#### GUIDELINES & REQUIREMENTS

An exception to the animal and pet policy is granted for approved animals provided their behavior, noise, odor and waste do not exceed reasonable standards for a well-behaved animal and that these factors do not create unreasonable disruptions for other residents. Approved emotional support animals are only permitted in the qualified student's specific residence hall, within their designated room or apartment.

#### Submitting a Request to have an Emotional Support Animal (ESA)

All emotional support animals must be authorized to be on Graceland's Lamoni campus through the process listed below. Students who have a need to request an ESA reside in university housing must:

1. Review Graceland University Policy and Procedure SL-23 and the Service & Emotional Support Animal Procedure Information & Acknowledgement Form for an understanding of their potential service animal or ESA responsibilities and restrictions.
2. Request and gain qualification to have an ESA on campus through Student Disability Services (SDS) by:
  - Requesting an ESA through Student Disability Services (SDS) either in person, over the phone, in writing, or by completing the *online* Accommodations Request Form:
    - <https://www.graceland.edu/academics/accommodation-request-for-disabilities>.
  - Providing SDS with the required documentation for an Emotional Support Animal (which meets documentation guidelines) after submitting an ESA request:
    - ESA Documentational Guidelines for Emotional Support Animal Accommodation are listed at the bottom of the following link  
[https://my.graceland.edu/ICS/Resources/Student\\_Disability\\_Services/](https://my.graceland.edu/ICS/Resources/Student_Disability_Services/)

Student Disability Services will provide both the student and the Residence Life office with written confirmation of a student's ESA qualification, at which point a student can then follow guidelines to have a specific emotional support animal approved by the Residence Life Office.

## Requesting approval for an Emotional Support Animal

Once a student is qualified to have an ESA on Graceland's Lamoni campus, as determined by SDS, the student must gain approval to have their specific ESA on campus by the Residence Life office. **Approval by Residence Life is contingent on the student providing the following necessary documentation:**

- Verification of the student's need for the animal by a physician or mental health professional (as shared with Residence Life by the SDS office)
- Verification that the animal has been socialized to live in a shared living arrangement, such as a residence hall, by a licensed animal care professional
- Proof of vaccinations
- Proof of a rabies vaccination in the last 12 months (if applicable)
- Verification the animal has been spayed or neutered (applicable to cats and dogs)

After all necessary documentation has been provided to Residence Life, the student must meet individually with the Director of Residence Life, or their designee, to review the above documentation, review and sign the ESA/Service Animal Procedure Information & Acknowledgment Form. Only when the Director of Residence Life has provided written and/or verbal approval of the ESA can the approved animal be brought onto campus.

### **No animal will be permitted in University housing that:**

- Poses a direct threat to the health or safety of others
- Would cause substantial physical damage to the property of the University and other students
- Would pose an undue financial and administrative burden to the University
- Would fundamentally alter the nature of the University's housing operations

## **STANDARDS FOR APPROVED SERVICE ANIMALS & EMOTIONAL SUPPORT ANIMALS**

All approved service or emotional support animals must comply with applicable laws regarding animals, their treatment and care, and meet the following standards:

### **Dogs (service animal or ESA)**

- Generally should be sixteen (16) weeks of age or older.
- All required immunizations must be up-to-date, and a copy of the immunizations must be on file with the Residence Life Office.
- Dogs over six months of age must be licensed with the City of Lamoni and a copy of the license must be on file with the Residence Life Office.
- Dogs must be spayed or neutered. A copy of the veterinarian's report must be on file with the Residence Life Office.
- Collars and tags must be worn at all times. The dog must be kept on a leash at all times when outside the student's room. Dogs must never be allowed to run freely.
- Dogs must possess friendly and sociable characteristics. A specific dog can be restricted from the premises by the Director based on any confirmed threatening or territorial behavior.
- RECOMMENDED: Dog obedience and training programs

### **Domestic Cats (ESA only)**

- Generally should be sixteen (16) weeks of age or older.
- All required immunizations must be up to date. A copy of the immunizations must be on file with the Residence Life Office.
- Cats must be spayed or neutered. A copy of the veterinarian's report must be on file with the Residence Life Office.
- Collars and tags must be worn at all times. The cat must be kept on a leash at all times when outside the student's room.

### Miniature Horses (service animal only)

- To be discussed on a case-by-case basis. See "Miniature Horses" under the [ADA 2010 Revised Requirements: Service Animals](#) for general guidelines as to what constitutes a miniature horse service animal.

### Any Other Animal for ESAs

- To be considered on a case-by-case basis. See "Part IV: Type of Animal" under the U.S. Department of Housing and Urban Development's "[Assessing a person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act](#)" for general guidelines as to what animals may or may not be approved for the Lamoni campus.

## STANDARDS OF BEHAVIOR BY ANIMAL AND STUDENT

Health, sanitary, safety, and disruptive standards must be maintained as follows:

### Health, Sanitation, and Animal Care

- Animals require daily food and attention, as well as a daily assessment of their general health, behavior, and overall welfare.
- Animals cannot be left unattended overnight at any time. If the owner must be away, he/she must either take the animal with him/her or make arrangements for the animal to be cared for elsewhere - away from Graceland premises.
  - Roommates or other students residing on campus are NOT allowed to tend to the student's service animal.
  - **ESA:** If the owner is unable to care for their ESA due to a medical or unforeseen emergency, the ESA must be removed from campus by the owner's provided emergency contact within 24 hours' notice as provided by the Director of Residence Life.
  - **Service Animal:** If the owner is unable to care for their service animal due to a medical or unforeseen emergency, or the animal is unable to travel in an ambulance with their owner due to lack of space in the vehicle, the service animal must be removed from campus by the owner's provided emergency contact within 24 hours' notice as provided by the Director of Residence Life.
- Should be house trained (trained to only pee and excrete outdoors) or litter box trained.
- Animal feces, defined as any solid animal waste, must be disposed of properly. It is the owner's responsibility to remove feces from University grounds, dispose of it in a plastic bag, and then place that bag in the garbage dumpsters outside university housing. Cleanup of animal feces outdoors must occur **IMMEDIATELY**. Animal feces may not be disposed of in any trash receptacle or through the sewer system inside any building at Graceland University. Waste **MUST** be taken to university housing dumpsters for disposal.
- Students with cats must properly maintain litter boxes. In consideration of the health of the cat and occupants of the apartment or the residence hall room, cat litter box contents must be disposed of properly and regularly in the university housing dumpsters. The litter box must be changed with new cat litter regularly as outlined by the manufacturer.
- Animal accidents within university housing must be promptly cleaned using appropriate cleaning products.
- Regular and routine cleaning of floors, kennels, cages, and litter boxes must occur. The odor of an animal emanating from the residence hall room or apartment is not acceptable. (see Cleaning Section below)
- Any flea infestation must be attended to promptly by a professional extermination company contracted by Facility Services at the student's expense. Students are expected to promptly notify Facility Services and arrange for extermination when a flea problem is noted. Students may take some precautionary measures such as: flea medications prescribed by veterinarians, flea and tick collars, taking your animal to the veterinarian for flea and tick baths; however, University staff may not use chemical agents and insecticides to exterminate fleas and ticks. Because not all of the precautions listed here can prevent flea and tick infestations, the student is responsible for extermination costs after final check out or end of year check out procedures have been completed for the apartment or residence hall room.

## **Safety and Behavior**

- Service animals must always be under the control of their owner. This includes the service animal being harnessed, leashed, or tethered while in public places unless these devices interfere with the service animal's work or the person's disability prevents use of these devices. In that case, the person must use voice, signal, or other effective means to maintain control of the animal
- An animal must not be involved in an incident where a person experiences either the threat of or an actual injury as a result of the animal's behavior.
- Emotional support animals must not be taken into the residence hall or apartment offices, administrative offices, common space, or student living areas within the university. (Depending on the housing facility, the Residence Life Office will determine a specific exterior location appropriate to walk or exercise the animal.)
- Animals must not be allowed to disrupt others (e.g., excessive or continuous barking, growling, yowling, howling, etc.).
- The student will take all reasonable precautions to protect university staff and students, as well as the property of the University and of the students.
- An emotional support animal may be asked to leave or not be allowed to remain on campus if:
  - The animal is found to be disruptive or out of the owner's control by the University, and the owner does not take immediate and effective action to control the animal
  - The animal is found to be neglected or mistreated by the University, and no immediate and effective changes are made by the student to correct this after receiving notice from Residence Life staff
  - The animal is brought into a building or residential space outside of the ESA's approved residential room/space (*applies to ESAs only*)
- The student will notify their Residence Hall Director immediately if the animal has escaped its confines and the Residence Life Office within twelve (12) hours (from the time it was discovered the animal had escaped from its confines) if the animal is unable to be located.
- The student is liable for any and all damages and liabilities caused by their emotional support animal (ESA), and shall indemnify and hold Graceland University harmless from such damages and liabilities. This includes, but is not limited to, the actions of the animal (bites, scratches, etc.) that causes harm or injury to students, staff, faculty, or visitors on the Lamoni campus.
  - The student may choose to obtain liability insurance coverage for their ESA to help fulfill this obligation and comes highly recommended by the university.

## **University Policy Changes**

- Graceland University reserves the right to change policies related to emotional support animals (ESAs) based on medical concerns regarding students' and animals' health and safety amidst state-wide and/or national crises – particularly amidst viral pandemics. This does not apply to service animals.

## **Cleaning and Damages**

- When the student moves out of his/her apartment or residence hall room, or no longer owns the animal, the apartment or residence hall room will be assessed to determine if damage to department property can be attributed to the animal.
- Residence Life maintains the right to conduct apartment or residence hall room inspections as needed for the purpose of assessing damage caused by the animal or otherwise determine the student's compliance with this procedure.
- The student has an obligation to make sure the apartment or residence hall room is as clean as the original standard. If the apartment or room has carpeting, this also includes regular vacuuming, spot cleaning and steam cleaning at the time of final check out. Damages and extraordinary cleaning caused by the animal are the responsibility of the student. Replacement or repair of damaged items will be the financial responsibility of the student.

Any violation of the rules and procedural standards set forth in the Service & Emotional Support Animal Procedure as well as the Service & Emotional Support Animal Acknowledgement & Information Form may result in the immediate removal of the animal from Graceland University. If this occurs, the student will be required to find for the animal alternative housing off-campus and, as warranted, may also result in a student being in breach of their housing contract.

Should the student also be removed from university housing, the student would be required to fulfill their obligations for the remainder of the housing contract.

## **ANIMAL REMOVAL**

Animals which constitute a threat or nuisance to staff, residents, or property, as determined by the Director of Residence Life will have the owner provided with a written notice of the disruption, and the animal must be removed within seven (7) days of the date on the written notification.

- If the university determines that the animal poses an immediate threat, Lamoni police may be summoned to remove the animal.
- If the behavior of an animal can be addressed by the student, and the student can change the behavior of an animal so that the pet does not have to be removed, then a written action plan must be submitted by the student to the Residence Life Office within three days (3 days) of the date on the notification of removal. The action plan must outline the action that will take place to alleviate the problems and also must give a deadline as to length of time the plan will take. Any action plan must meet the approval of the Director of Residence Life.
- The day after the deadline for removal from the student's housing, University staff will do a residence hall room or apartment inspection to check for damages and infestation. Then the mandatory cleaning and extermination will be scheduled. Any student found not adhering to the removal directive will be subject to disciplinary action, which ultimately could result in the removal of the animal and student from university housing.

The student has the right to appeal Residence Life's decision to remove the animal and/or student through the Special Housing Accommodation Review Board. Appeals must be submitted by the student in writing to the Residence Life Office within seven (7) days from the date on the written notification of removal.



## GRACELAND UNIVERSITY - RESIDENCE LIFE Service & Emotional Support Animal Procedure Information & Acknowledgement Form

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

Student's Name \_\_\_\_\_ ID # \_\_\_\_\_

Request for a (check one):  Service Animal  Emotional Support Animal (ESA)

Animal Type & Breed \_\_\_\_\_ Animal's Name \_\_\_\_\_

The student is responsible for assuring that the animal has been socialized for community living environments and does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there. **Sensitivity to residents with allergies and to those who fear animals is important to ensure the peace of the residential community.**

The student is required to provide documentation from a licensed animal care professional that the animal in question is socialized to live in a community living environment.

The student is financially responsible for the actions of the animal, involving bodily injury or property damage. This includes, but is not limited to any replacement of furniture, carpet, window, or wall covering as well as cleaning costs considered above the normal cleaning provided for university housing.

The student is liable for any and all damages and liabilities caused by their emotional support animal (ESA) or service animal, and shall indemnify and hold Graceland University harmless from such damages and liabilities.

The student must notify the Residence Life Office in writing if the animal is no longer needed or is no longer in residence. To replace one animal with a different animal, the student must file a new request.

The student agrees to continue to abide by all other residential policies. An exception to the policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

Residence Life has the authority to relocate a student and the animal as necessary per current contractual agreements. Should the animal be removed from the premises for any reason, the student is expected to fulfill his/her housing obligations for the remainder of the housing contract.

**I have submitted the proper documentation to the Residence Life Office to ensure my animal will not alter the fundamental housing operations or be an undue financial or administrative burden to the university.**

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

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Student Signature

Date

Room Assignment



**GRACELAND UNIVERSITY - RESIDENCE LIFE**  
**Service & Emotional Support Animal**  
**Emergency Contact Information & Agreement**

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Student's Name: \_\_\_\_\_ ID #: \_\_\_\_\_

**Emergency Contact(s)\***

(\*a minimum of one contact is required)

**Contact's Name:** \_\_\_\_\_

**Relation to Student:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

- I can confirm that I am able to come remove the above student's ESA from Graceland's Lamoni campus within 24 hours' notice provided the Director of Residence Life.
- I agree to remove and care for the above student's emotional support animal (ESA) from Graceland's residential housing within 24 hours' notice provided by the Director of Residence in cases where the above student is unable to care for their ESA due to a medical or unforeseen emergency.

**Contact's Signature:** \_\_\_\_\_ **Staff's Signature:** \_\_\_\_\_

The above contact provided verbal or digital (email) agreement to the above signed staff member.

**Contact's Name:** \_\_\_\_\_

**Relation to Student:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

- I can confirm that I am able to come remove the above student's ESA from Graceland's Lamoni campus within 24 hours' notice provided the Director of Residence Life.
- I agree to remove and care for the above student's emotional support animal (ESA) from Graceland's residential housing within 24 hours' notice provided by the Director of Residence in cases where the above student is unable to care for their ESA due to a medical or unforeseen emergency.

**Contact's Signature:** \_\_\_\_\_ **Staff's Signature:** \_\_\_\_\_

The above contact provided verbal or digital (email) agreement to the above signed staff member.



## GRACELAND UNIVERSITY - RESIDENCE LIFE

### Service & Emotional Support Animal Roommate Agreement

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Student's Name: \_\_\_\_\_ ID #: \_\_\_\_\_

Roommate's Name: \_\_\_\_\_ ID #: \_\_\_\_\_

Building: \_\_\_\_\_ Room #: \_\_\_\_\_

By providing written, verbal, or digital confirmation to the below signed Residence Life staff member:

- I confirm that the above student and I (the potential roommate) have had a conversation regarding the above student's service animal/ESA and whether or not I would be interested, and comfortable with, sharing a residential space (room or apartment) with both the student and their service animal/ESA.
- I agree to be \_\_\_\_\_'s roommate with the inclusion of their service animal/ESA as part of our living situation, and agree to first talk to my roommate about any concerns regarding the service animal/ESA before bringing them to a Residence Life staff member.
- I agree to inform a Residence Life staff member if I no longer agree with this living situation.

Roommate's Signature: \_\_\_\_\_ Staff Signature: \_\_\_\_\_

The above roommate has provided verbal or digital (email) agreement to the above signed staff member.





# GRACELAND UNIVERSITY - RESIDENCE LIFE

## Service & Emotional Support Animal Procedure

### Documentation Tracking

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Student's Name: \_\_\_\_\_ ID #: \_\_\_\_\_

Phone #: \_\_\_\_\_ Building: \_\_\_\_\_ Room #: \_\_\_\_\_

#### ESA Qualification through Student Disability Services (SDS)

- Graceland University Accommodations Request Form
  - Email sent to request appropriate documentation
  - Medical documentation received
  - Qualification email sent to student & Director of Residence Life \_\_\_\_\_

#### ESA Approval through Residence Life

Animal's Name: \_\_\_\_\_ Type of Animal: \_\_\_\_\_

- All documentation submitted to Residence Life as of... \_\_\_\_\_
  - Verification of Animal Socialization
  - Verification of vaccinations
  - Verification of Rabies vaccination in the past 12 months
  - Verification of spay/neuter (for dogs and cats)
  - Lamoni Dog License (if applicable)
  - Recent Photo of ESA
  - Emergency Contact Information
  - Service Animal/ESA Roommate Agreement (if applicable)
- Individual meeting between student & Director of Residence Life \_\_\_\_\_
  - Approved
  - Denied
  - Request for further information / documentation
- Student notified of final decision by the Director of Residence Life \_\_\_\_\_

#### ESA Follow-Up Documentation

- Updated Rabies vaccination (annually) for 20\_\_\_\_
- Updated Rabies vaccination (annually) for 20\_\_\_\_
- Updated Rabies vaccination (annually) for 20\_\_\_\_
- Updated Rabies vaccination (annually) for 20\_\_\_\_



## **GRACELAND UNIVERSITY - RESIDENCE LIFE**

### **Service & Emotional Support Animal Procedure**

### **Documentation Tracking (cont.)**

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#### **Office Use:**

The reasonable accommodation for students with assistance animals is the allowance of an animal to our no pet policy. The following requirements for additional documentation are to maintain the fundamental nature of the University housing operations (Living Learning Community) and prevent undue financial and administrative burden.

#### **No animal will be permitted in University housing that:**

- Poses a direct threat to the health or safety of others
- Would cause substantial physical damage to the property of the University and other students
- Would pose an undue financial and administrative burden to the University
- Would fundamentally alter the nature of the University's housing operations

As a best practice, the housing provider [i.e. Graceland] should make a determination promptly, generally within 10 days of receiving documentation.