**Assistance Animal Policy**

Lawrence Technological University recognizes the importance of both Service Animals and Emotional Support Animals to individuals with disabilities. The following policy regarding Service Animals and Emotional Support Animals has been established to assist people with disabilities and ensure that those who qualify under the policy receive the benefit of the work, tasks, or therapeutic support performed by such animals. This is done while balancing the individual’s need with the potential impact of the animal on other campus patrons. Below are specific requirements and guidelines that outline the protocols associated with Assistance Animals.

**Section I. Definitions**

1. **Service Animal (SA)**: Any dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a SA must be directly related to the person’s disability. SAs will be permitted to accompany people with disabilities in all areas of LTU’s Facilities where students, members of the public, and other participants in services, programs, or activities are allowed to go. When it is not readily apparent that a dog is a SA, LTU staff may make inquiries to determine whether the dog qualifies as a SA.

LTU will assess requests for the use of miniature horses by people with disabilities on a case-by-case basis. Requests should be submitted to the Office of Disability Services.

LTU does not allow SAs in training within its facilities.

1. **Emotional Support Animal (ESA):** An animal whose sole function is to provide emotional support, comfort, therapy, companionship, therapeutic benefits or to promote emotional well-being. ESAs may not be brought into housing without prior approval. Each request will be evaluated on a case-by-case basis as outlined in this policy by considering the needs of the individual and the concerns of the community.

LTU will not permit ESAs if they: (a) would pose a direct threat to the health or safety of others; (b) would cause substantial physical damage to the property of others; (c) would pose an undue financial or administrative burden, (d) would fundamentally alter the nature of the provider’s operations, or (e) would be unable to maintain an annual clean bill of health and routine vaccinations. For example, if the Emotional Support Animal is not housebroken and causes damage to the property of the students, owner, or University, efforts would be made to find an alternative housing arrangement for the Owner of the ESA, but it would be dependent on the time of the notification for the need of the animal and the availability of Housing.

1. **Pet:** An animal kept for ordinary use and companionship. A pet is not considered a SA or an ESA; therefore, it is not covered by this policy. Residents are not permitted to keep pets, other than non-predatory fish, in University Housing.
2. **Approved Emotional Support Animal:** An Emotional Support Animal that has been granted as a reasonable accommodation under this policy.
3. **Owner**: The Owner is the student who has requested the accommodation and has received approval to bring the approved animal on campus.

**Section II. Procedures for Approval of Assistance Animals**

Approval for a SA or ESA to be permitted on campus, please contact the Office of Disability Services at disability@ltu.edu for more information.

1. **University Housing:** SAs and ESAs are permitted on campus at LTU on a case-by-case basis. The review process may take up to 30 days after the student’s initial meeting with the Office of Disability Services. Students should submit their request to Disability Services at least 30 days prior to the date the student would like to bring the animal into on-campus housing. If documentation paperwork is required, student will be notified by Disability Services Representative.

Please note, approved ESAs are not allowed in campus facilities, other than University Housing. **The ESA must be approved before it is allowed in University Housing Facilities.**

1. **Appeals:** Students whose request for an Assistance Animal through this process is not granted, will have the opportunity to appeal that decision. Appeals are reviewed by the Office of the Dean of Students (studean@ltu.edu).

**Section III. Documentation for Emotional Support Animal**

1. Requests for an Emotional Support Animal in Housing require complete documentation to be submitted before review and rendering of a decision. Documentation of the need for an ESA should be submitted through the Office of Disability Services. To provide documentation, the Assistance Animal Accommodation Request Form must be completed. The required documents include:
	1. Emotional Support Animal Accommodation Request Form
	2. Picture of ESA
	3. Cover letter with the following information:Type of ESA they are requesting (ex: dog, cat, rabbit, etc.), which should include size, weight and breed.Why they are requesting the ESAWhat will the impact be on them personally if they are not permitted to have and ESA
	4. Southfield Pet License
	5. Roommate Agreement Form
	6. Animal Registration Form
	7. Assistance Animal Policy (to be completed after the meeting with University Housing and Office of Disability Services)
	8. Proof of clean bill of health (with dates) from a licensed veterinarian: Please include the dates of all necessary vaccinations (clean bill of health/vaccination record must be **renewed annually** to bring ESA back into campus housing)
2. The Office of Disability Services will review the submitted documentation and determine if a qualifying disability exists. If it is determined that a qualifying disability does exist, the office will arrange a meeting with a University Housing representative, Disability Services representative, and the person requesting that an ESA be housed in University Housing. Both the policy, student guidelines, and required forms will be carefully reviewed with the person at that time to ensure that the requesting party can abide by all sections of the guidelines. The Owner must complete and submit all required forms for approval before the ESA is permitted into University Housing.

**Section IV. Conflicting Needs/Health Concerns**

If an ESA request is granted, Disability Services and University Housing will make a reasonable effort to notify certain members of the campus community living or working in close proximity to the animal. This notice will be limited only to information regarding the presence of the animal in the building as an accommodation to a student with a disability. There will be no disclosure of the student’s disability or the specific reason the animal is required. The number of people provided notice of the animal will depend on the type of animal and on the type of housing the student is living in each academic year.

All roommates of the Owner must sign an agreement acknowledging that the SA or ESA will be living in the residence with them. If one or more roommates does not approve of the SA or ESA, then either the Owner of the SA/ESA, or the non-approving roommates, may be moved to another location as determined by University Housing.

**Medical Concerns and Well-being**

To maintain the health and well-being of all students, Owners, and ESAs, Owners are asked to not allow others to pet, hold, or directly interact with the animal. Should the Owner be quarantined or temporarily absent from campus due to COVID or other substantial illness, they are still responsible for the wellbeing of the Animal. Other students, roommates, or outside persons cannot care for the Animal in the residence hall. The University may ask for the Owner to make arrangements for the animal to be cared for off-campus, either by an emergency contact, or through boarding services.

**Section V. Responsibilities of the Owner in University Housing**

1. The Owner is responsible for ensuring that the approved animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there.
2. The Owner is financially responsible for the actions of the approved animal, including bodily injury or property damage. The Owner’s responsibility covers, but is not limited to, replacement of furniture, carpet, window, wall coverings and the like upon resident move out.
3. The Owner is responsible for any expenses incurred for cleaning above and beyond a standard cleaning or for repairs to University premises that are assessed after the student and animal vacate the residence. The University shall have the right to bill the student account of the Owner for unmet obligations.
4. The Owner must notify the Office of Disability Services in writing if the approved animal is no longer needed as an approved SA/ESA or is no longer in residence. To replace an approved animal, the Owner must file a new request for reasonable accommodations with the Office of Disability Services.
5. The Owner’s residence may be inspected for fleas, ticks, or other pests simultaneous with mid-semester and end of semester student room inspections.
6. ESAs must be contained within the privately assigned residential area (room, apartment) at all times, except when transported outside the private residential area in an animal carrier or controlled by leash or harness. When the student is not in the residential area, the animal should be stored in a crate or carrier. This will allow Housing staff routine access to the residential facilities for maintenance and other routine tasks without posing a risk to the animal.
7. The Owner should be the only individual permitted to control or maintain the ESA. The ESA’s purpose is to serve the Approved Owner; therefore, only the Owner should be caring for, exercising, and maintaining the well-being of the ESA.
8. The Owner should not allow the Animal to interact with other ESA, SA, or pets within the residence hall. Animals should be kept as far from each other while in transit. Only one Animal should be in an elevator at a time. If multiple Animals are in the same hallway at the same time, it is asked that the Owners further restrain the Animal by holding the leash shorter or picking the animal up if the Owner is able to do so.
9. The Owner should take the ESA on the shortest route available in the building when taking the ESA outside for relief or exercise.
10. The Owner must be in full control of the animal at all times. Approved animals may not be left unattended overnight in University Housing to be cared for by another student. Animals must be taken with the student if they leave campus for more than 24 hours.
11. University Housing has the ability to relocate Owner and approved animal as necessary according to current contractual agreements.
12. The Owner agrees to abide by all other University Housing residential policies.
13. Any violation of the rules may result in immediate removal of the animal and/or Owner from the University and may be reviewed with University Housing and the Office of Disability Services.
14. Should the approved 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.
15. The Owner agrees to comply with the animal health and wellbeing requirements outlined in Section VI, Item B.

**Section VI. Guidelines for Maintaining an Approved Animal at LTU**

1. **Care and Supervision:** Care and supervision of the animal are the responsibility of the individual who benefits from the Approved Animal’s use. The Owner is required to maintain control of the animal at all times. The Owner is also responsible for ensuring cleanup of the animal’s waste and, when appropriate, must use University designated waste areas for the animal. For ESAs whose primary means of relief are in litter or other indoor means, indoor waste must be placed in a sturdy plastic bag and securely tied up before being disposed of in outside trash containers. Dog training pads, “pee pads,” or other forms indoor relief for an animal whose primary form of relief takes place outdoors are not permitted. Any accidents within the Owner’s room or the building while en route to outside relief must be promptly cleaned up by using cleaning products. Housing will not provide cleaning products for animal accidents.
2. **Animal Health and Well-being:**
3. **Vaccination:** In accordance with Southfield City Pet Policy, the animal must be vaccinated against rabies. The animal must be immunized against diseases common to that type of animal. Cats should have normal shots required for a healthy animal.
4. **Health:** The animal must be in good health. Any animal being housed in University Housing must have an annual clean bill of health from a licensed veterinarian.
5. **Licensing:** The animal must meet Southfield legal requirements for pet licensing. LTU reserves the right to request documentation showing that the animal has been licensed as a pet with the Southfield Police Department (see Southfield Pet License Application Form).
6. **Training:** SAs must be properly trained.
7. **Removal of Approved Animal:** The Owner may be asked to remove the animal from University facilities if the Owner or animal fails to comply with this policy and/or the following:
8. **Disruptive/Threatening Behavior:** An animal may be removed if its behavior is unruly or disruptive. If such behavior persists, the Owner may be prohibited from bringing the animal on campus until the Owner takes significant and effective remedial steps to mitigate the animal’s behavioral problems. In addition, the animal must not pose a direct threat to the health or safety of others.
9. **Uncleanliness:** Animals are required to be housebroken. Owners must also ensure that their animals are kept clean and well-groomed. Animals that are excessively unclean may be excluded from Housing facilities.
10. **“One Bite” Policy:** The University has adopted a “One-Bite” Policy which requires an Assistance Animal to be removed from University property after a single occurrence of biting or other aggressive behavior.
11. **Damage**: Owners of Approved Animals are solely responsible for any damage to persons or University property caused by their animals. Lawrence Technological University is not responsible for evacuating the animal in the case of an emergency. Lawrence Technological University is not responsible for loss, damage to, or death of the animal.
12. **Areas Off Limits to ESAs:** As ESAs are not SAs, they are only permitted within University Housing and designated areas for animal use outside of University Housing. The animal may not accompany the student to class, library, dining facilities, fitness center, classrooms, etc.

**Section VII. Legal References**

Americans with Disabilities Act (Title II and Amendments)

Section 504 of the Rehabilitation Act of 1973

Fair Housing Act of 1988

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Student Signature Date

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Disability Services Staff Signature Housing Staff Signature