



Emotional Support Animal Policy

Updated: July 10, 2023

It is the intent of Siena College to provide an environment that fosters respect and dignity towards all students. For students with documented disabilities, Siena strives to provide reasonable accommodations, including an Emotional Support Animal (ESA). Eligible students should review this ESA Policy and request this accommodation through the Office of Accessibility.

Definitions

Accommodation: A modification or adjustment in policies, procedures, or work/housing/school environment to enable a student to partake in equal opportunities and access to College benefits and services based on a documented disability.

Assistance Animal: This is the umbrella term that encompasses service animals and emotional support animals. Service animals and emotional support animals are not pets; they are animals that provide assistance, perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates one or more identified symptom or effects of a person's disability.

Service Animal: An animal that is individually trained (or in the process of being trained) to do work or perform specific tasks for the benefit of a person with a disability. The work or tasks performed by the service animal must be directly related to the person's disability.

Emotional Support Animal (ESA): An animal that provides emotional support to alleviate one or more identified symptoms or effects of a person's disability. Some, but not all, animals that assist persons with disabilities are professionally trained.

Individual with a Disability: For the purpose of this policy, an individual with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities.

Introduction

Based on the Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA), ESAs, unlike service animals, have limited access to public places. The FHA considers an ESA a reasonable accommodation in residences with a “No Pet Policy.” ESA’s can be approved to accompany a student in their room, suite or house at Siena.

Note: No animals may be moved into residential spaces until the student has received permission for the ESA in writing. Should an animal be moved in prior to approval, the student risks their request being denied for failure to honor the ESA Policy.

ESA Requirements

1. A student requesting an ESA must provide documentation of their disability-related need for the accommodation from a medical professional.
2. A student may only request **one (1) ESA** for accompaniment in the Residential spaces. If you need more than one ESA, please contact the Office of Accessibility.
3. The ESA must have all appropriate vaccinations (i.e. rabies shots) and provide documentation of the vaccinations. Updated vaccinations are required to be submitted upon expiration.
4. Requests for ESAs must be made each academic year. Prior approval does not guarantee future approval.
5. While not required, the ESA may wear a vest identifying they are a working animal.

Steps to Request an ESA

- 1) Register with the Office of Accessibility. Please see our [How to Register Guide](#).
 - a) [Registration Form](#)
 - b) [Release Form](#)
- 2) Student will submit documentation supporting or the [ESA Documentation Form](#).
- 3) Veterinarian confirmation that all appropriate vaccinations, including rabies and distemper, have been administered and are up-to-date.
- 4) The student must provide a physical description of the animal including height and weight and confirmation that the animal is housebroken or confined such that housebreaking is not necessary (e.g., cat uses litter box). Also include any equipment that will be needed for the care of the animal.
- 5) [Emergency Contact Agreement](#) must be signed and submitted.
- 6) Student will attend an intake meeting with Director of Accessibility or designee.
- 7) Once the request and documentation are submitted, the request will be reviewed by a committee that is composed of representatives from Community Living, Dean of Student Office, Office of Accessibility and College Counsel (if necessary).
- 8) The Office of Accessibility will reach out to the student to schedule a meeting to discuss the request, the ESA Policy, and the ESA Housing Agreement.

The Office of Accessibility will approve or deny the request for an ESA and notify the appropriate parties of the decision within five business days. Reasons that a request for an ESA may be denied include, but are not limited to:

1. The presence of the ESA poses an undue financial and administrative burden on Siena;
2. The presence of the ESA fundamentally alters the nature of Siena's housing services or the animal is not reasonable for the Siena Community;
3. The specific ESA poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
4. The specific ESA in question would cause substantial physical damage to the property of others, or is disruptive to the housing environment (e.g. excessive or uncontrolled barking);
5. The specific ESA's equipment or needs is not permitted as per College Policy.
6. Failure to provide appropriate verification that the ESA provides assistance directly related to the student's disability.
7. Failure of the ESA's handler to maintain appropriate control of the ESA.

Student Agreements and Responsibilities

I agree to the following:

1. By my signature below, I verify that I have read, understand and will abide by the requirements outlined here and in the College's Emotional Support Animal Policy. I understand that if I fail to meet such requirements, the College has the right to remove the ESA, and I will nonetheless be required to fulfill my housing, academic, and all other obligations for the remainder of my Housing License Agreement with the College.
2. I am aware that it is my responsibility to notify the residents of my room, wing, floor or townhouse that an exception to the Community Living Guidelines has been granted and an ESA has been approved to live in their community. I give Siena College permission to disclose to others impacted by the presence of my ESA (e.g., Community Living staff, potential and/or actual roommate(s)/neighbor(s)) that I will be living with an ESA as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the ESA and/or resolving any potential issues associated with its presence. I further recognize that the presence of the ESA may be noticed by others visiting or residing in College housing and agree that College staff may acknowledge the presence of my ESA, and explain that under certain circumstances, individuals with disabilities are permitted to have emotional support animals in residence halls. I will hold Siena College harmless from any liability for disclosing such information.
3. I acknowledge that there will be an "Animal Working" marker on the door of my specific room/ suite/ house letting the Community Living staff and community members know there is a working animal inside the room.

4. I acknowledge that if I require service by the Facilities Department in my room, suite or house, I must arrange a time when I can be present for the service to occur.
5. I will maintain appropriate documentation of vaccinations for the animal as required by law, and will provide documentation of same to the College. Once my animal's vaccinations expire I understand it is my responsibility to provide the Office of Accessibility with updated vaccination records.
6. The animal must be fully housebroken. I will be responsible for cleaning up after the animal outside and inside. It is expected that the ESA will be walked outside to relieve themselves. In instances where the ESA is not walked outside, the expectation is that the cage/litter box/pad/bedding will be thoroughly cleaned on a daily basis. All waste will be disposed of immediately, if outside, or daily, if inside, in the dumpster outside the building.
7. The ESA must remain within my residence hall room unless being transported on or off campus or outside to urinate or defecate (dogs only). This animal shall not be permitted to roam freely within your suite or townhouse.
8. When I take the ESA out of my room, it must be under my physical control at all times. This includes, but is not limited to, by use of a leash or cage. Animals are not permitted to be unleashed or out a carrier in College housing hallways nor are permitted in other resident's rooms, suites, or townhouses.
9. The animal is not permitted in any areas of my residence hall where food is being prepared or served for hygienic reasons.
10. The health and safety of the animal is my responsibility. I will provide appropriate food, water and waste handling.
11. I am responsible for instructing others on appropriate interactions with my ESA and setting clear expectations of behavior. If I encounter resistance of others to comply with my provided instructions, I will notify the Office of Accessibility and seek assistance resolving this concern.
12. The animal will not create a nuisance or disturb other community members including, but not limited to, noise, such as excessive barking and odors.
13. I am responsible for any damage or injuries the animal may (intentionally or unintentionally) cause. Any excessive damage or cleaning in the room due to the animal will be treated under our "damage billing" procedure.
14. I understand that my animal must be on a continuous flea and tick prevention. If a flea and/or tick outbreak is detected in my room, wing, floor or townhouse, I will be responsible for the cost of eradication.
15. The animal may not remain in the room during breaks and other times when the College is closed. I am responsible for finding suitable housing off campus for the animal during these times if I am not approved to be on campus.
16. I may not leave the animal unattended in my room for more than a reasonable number of hours (12 hours). Additionally if I am going to be away from campus overnight I am responsible for finding care for the animal off-campus. I understand that I cannot leave my animal with my roommate or friend.

17. I understand that if I am unable to take care of my animal (hospitalization, etc.) my emergency contact will be notified to come remove the animal until I am back on campus. My emergency contact has signed and submitted the ESA Emergency Contact Agreement.
18. I understand that there may be health and safety checks during the academic year. If I fail these checks due to my animal I understand that I am at risk for my animal to be removed due to violating the ESA Policy and Agreement. The College has the right to check my room if there is an odor or complaint.
19. The student must meet with the Director of Accessibility (or their designee) monthly to ensure the policy is being followed and accommodations are appropriately in place.
20. The College is not responsible for the illness, injury or death of my ESA while the ESA is on campus.
21. I will notify the College's Office of Accessibility if the ESA is no longer needed because of a disability or is no longer in residence, and will follow the procedures outlined in the Emotional Support Animal Policy if I wish to replace one ESA with another.
22. I acknowledge that requests for ESAs must be made each academic year. Prior approval does not guarantee future approval.

Violations of the ESA Policy and ESA Housing Agreement

Out-of-control Behavior: A student may be directed to remove an ESA that is unruly or disruptive (e.g. barking excessively, running around, jumping onto people, exhibiting aggressive behavior, damaging property, etc.) and the student is unable to take effective action to control the ESA. Repeated instances of such behavior may result in exclusion from College facilities until the student is able to demonstrate effective control of the ESA.

Unkempt Animal: An ESA must be housebroken. The presence of the ESA may not pose a direct threat to the health and safety of others. A student must also ensure that the ESA is kept clean and well-groomed. An ESA that is excessively unclean (e.g. repeated soiling of facilities, flea-infested, foul-smelling and/or shedding excessively) may be excluded from the residence hall. Although an ESA may become ill unexpectedly, the College recommends that a sick ESA should not be brought into housing.

Misrepresented documentation: If it is determined that documentation provided by the student misrepresented any material facts, the ESA may be barred from College housing.

Violating Agreement: If any provision of this policy or the related ESA Agreement is violated, the student may be required to immediately remove the ESA from College housing.

Complaints

Any reports of noise, odor, or behavioral issues will be given to the Office of Accessibility. The office will work with the student in conjunction with Community Living to rectify the situation. If it is deemed that the ESA Policy or ESA Housing Agreement was violated the student will receive a warning letter and will be required to meet with the Office of Accessibility. On the second report of a violation of the ESA Policy or ESA Housing Agreement the Office of Accessibility in conjunction with Community Living will determine if the removal of the animal is necessary. The College reserves the right to remove the ESA after one incident if the behavior is egregious.

Should the animal be removed from College Housing the student has the right to appeal this decision .The student must submit a written notice of appeal to Lois Goland (lgoland@siena.edu/ 518-782-6673) within 5 days of being required to remove the ESA.