Residence Life at Luther College has the right at any time to alter the policies within this handbook. Any changes will be given to the owners in writing. Any owner who fails to follow the rules set forth in this handbook, fails to provide any required documentation (including annual vaccination updates), and/or is found to have provided false information may have the animal removed and/or be subject to disciplinary action up to and including eviction.
Definitions

Service Animal – 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 that can legally fulfill this definition are dogs and miniature horses.

Emotional Support Animals (ESA) – An 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.

Process

If a student needs to have an ESA live with them in on-campus housing, the student must first make a formal request and file documentation through the Disability Services office. To start this process, set up a meeting with the Disability Services Coordinator by calling 563-387-1270. The Disability Services office is open from 8:00 a.m. to 3:00 p.m. and located at 108A Preus Library, lower level.

Upon receipt of required documentation, the Disability Services Coordinator will review the student’s case, determine accommodations needed, and make a recommendation to Residence Life for an appropriate housing accommodation. After this is received, the Residence Life office will set up a time with the student to go over requirements, responsibilities, and other information regarding housing an ESA in on-campus housing.

The animal may not be in the residence prior to approval by the Disability Services office and the Residence Life office based on appropriate documentation, the completion of the Animal Registration Form, up to date vaccination records, and a meeting with the Residence Life staff to review guidelines. This process could take up to 60 days for completion.

Students approved to have an ESA live with them in on-campus housing must follow the rules set forth in this handbook. Failure to do so may result in corrective action as outlined on the Maintaining an Animal Agreement Form. Please read carefully through the entirety of this handbook and contact Residence Life with any questions at 563-387-1330.

Restrictions

Approved ESAs should be contained within the owner’s room, except when transported outside the private residence to relieve itself or to exercise outside. When transporting the animal outside, the animal must be leashed or kenneled at all times. The animal is not allowed to be in classrooms or in other buildings on campus.

Any animal that is not approved through Disability Services and Residence Life, such as a visiting pet, is strictly prohibited.
Requirements for Animal Ownership

The following forms and action items must be completed and submitted to the Residence Life office prior to bringing any animals into on-campus housing.

1. Meet with Vanessa Wiest, housing assignments coordinator.
   a. You will receive an email from Vanessa to schedule this once you’ve been approved through Disability Services.
   b. The meeting will review this handbook and the Responsibilities of the Animal Owner in depth. Please bring any questions you have at this time.

2. Complete the Animal Registration Form (see attached)
   a. Attach a photo of the animal or email one to vanessa.wiest@luther.edu

3. Review and sign the Maintaining an Animal Agreement Form (see attached)

4. Provide the proof of veterinary certification of all recommended and/or required vaccinations with new certification provided to Residence Life annually. Please note: This includes the rabies shot for cats and dogs

5. Complete the Door Tag Form – Opt In or Out (see attached)

6. For cats and dogs only: Veterinary certification that the animal has been spayed or neutered

7. For dogs only: According to Decorah City Code: A tag showing evidence of proper rabies vaccination shall be worn by any dog when not confined.
RESPONSIBILITIES OF ANIMAL OWNER

See Maintaining an Animal Agreement Form for more details.

Damages/Cleaning: The owner is solely responsible for any and all expenses related to having the animal in on-campus housing and anywhere on college property, including the cost of damages, cleaning, pest control, and repairs.

Liabilities: The owner is solely responsible for all liability claims related to the animal. Luther College provides no indemnification to the animal, handler or resident. Luther College provides no personal property insurance coverage, however it is recommendation that the owner purchases his or her own personal liability insurance for their protection.

Waste Removal and Cleaning of Litter/Cages: Animals must be housebroken prior to residing on campus. The owner is solely responsible for properly containing and disposing of all animal waste in appropriate outside trash dumpsters. Owners who fail to clean up after their animals will be charged a $50.00 per incident cleaning fee for waste removal. Continued violations may necessitate the removal of the animal from housing. Cat litter should be scooped a minimum of twice per day, but after each use is encouraged to reduce odor and impact on the community. Litter boxes and/or animal cages should be changed a minimum of once per week, or as frequently as necessary to reduce odor and sanitation hazards. Owners must comply with the Residential Policy including contributing to community standards of health and cleanliness.

Noise: If the noise such as crying, barking or meowing, especially when owner is not around, is excessive as reasonably judged by residence life staff, it is grounds to terminate the student’s contract.

Animal Care: Owners are solely responsible for their animal at all times. Owners should not leave animals alone in a room or apartment for an extended period of time or in another student’s care. In the event that an animal is left alone for an extended period of time and is not being properly cared for by the owner, Residence Life staff will attempt to contact the owner or the alternate caregiver to remove the animal. If this is not successful, Residence Life staff may notify the local animal shelter and seek to have the animal removed. All costs associated with removing the animal shall be the responsibility of the owner.

Sensitivities to others and the living environment: The owner is responsible for assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there. Sensitivities to residents with allergies and to those who fear animals is important to ensure the peace of the residential community.

Alternate Caregiver: The owner is required to provide contact information for an off-campus alternative caregiver. This information will be used in case of an emergency, or if the owner is unable or unwilling to provide adequate care for the animal. Residence Life staff will assume no responsibility or liability for the care of a student’s emotional support animal.

Inspections: Residence Life staff will conduct two Health and Safety Inspections for students with ESAs. Residence Life reserves the right to conduct additional inspections should it be deemed necessary to ensure
safety of the resident(s) or of animals living in campus housing.

**Eviction:** Luther College may require an animal to be removed from any on-campus housing if one or more of the following occurs:

- The animal is aggressive in nature.
- The owner is unable or unwilling to maintain proper control over the animal.
- The animal poses a direct threat to the health and safety or others.
- The animal’s presence fundamentally alters the nature of a program or activity.
- The animal is disruptive.
- Owner fails to properly clean up and dispose of the animal’s waste.
- Owner does not comply with local animal ordinances and policies within this handbook.

**Enforcement of Policy:** The owner of an emotional support animal may be asked to remove the animal from Luther College housing if the student or animal fails to comply with the guidelines. Violations or breach of any condition outlined in these guidelines may result in the Residence Life office enforcing any one or combination of the following remedies:

- Verbal and/or written warning
- Charging the student for damages, cleaning, pest-control, or deodorizing.
- Removal of the animal within 7 days of written notification.
- Removal of the animal within 24 hours for aggressive or threatening behavior.
- Contacting Animal Control Officers to exercise the authority granted by their agency.
- Pursuing Code of Conduct Violations for noncompliance for failure to remove the animal within eviction notification period.
ANIMAL REGISTRATION FORM

Instructions: This form must be submitted to the Residence Life office once a student has been approved to have an Emotional Support Animal (ESA) live with them in on-campus housing. It will be required on an annual basis as long as the ESA is needed. Please note: this form shall be updated any time a student changes residence during the annual period.

Student and Animal Information:

Student’s Name: ___________________________________ Student’s ID Number: ______________

Building and Room Number: ________________________________________________________________

Cell Phone: ___________________________ Email Address: _________________________________

Type of Animal: _________________________ Animal’s Name: ______________________________

Physical Description of Animal (age/color/weight/breed):
____________________________________________________________________________________

____________________________________________________________________________________

Alternate Caregiver for Animal if Owner is Unavailable:

Name: ___________________________________ Relationship to Student: ______________________

Contact Phone: __________________________ Email Address: ______________________________

Address: __________________________________________________________________________

Please attach a picture of the animal to this form OR email a picture to vanessa.wiest@luther.edu.

Animal ownership demands a lot of time, energy, and resources. How do you foresee yourself successfully caring for your animal while balancing your academic responsibilities, personal commitments, resources and personal wellness? (Please attach an additional page if more space is needed)
____________________________________________________________________________________
____________________________________________________________________________________

I have read and understand all of the guidelines and responsibilities for animal ownership in on-campus housing at Luther College and agree to uphold them:

Signature: _______________________________ Date: ______________________

RESIDENCE LIFE OFFICE USE ONLY

Photo of Animal ( ) Date: _____ Proof of Rabies Vaccination ( ) (N/A) Date: _____

Proof of Vaccinations ( ) Date: _____ Proof of Spay/Neuter ( ) (N/A) Date: _____
MAINTAINING AN ANIMAL AGREEMENT FORM

Student and Animal Information:

Student’s Name: ____________________________________  Student’s ID Number: ____________
Building and Room Number: __________________________________________________________
Cell Phone: _____________________________    Email Address: ____________________________
Type of Animal: _________________________    Animal’s Name: ____________________________

The following guidelines apply to resident animal owners and their approved animals that live in on-campus housing at Luther College.

The animal may not be in the residence prior to approval by the Disability Services office and the Residence Life office based on appropriate documentation, the completion of the Animal Registration Form, up to date immunization records, and a meeting with the Residence Life staff to review guidelines. This process could take up to 60 days for completion.

1. The owner is solely responsible for the animal’s behavior at all times. The animal must be on a leash or kenneled when not inside the student’s private residence and the animal may not interfere with daily routines or cause difficulties to other students in the residential or college community. This includes setting guidelines with room/suite/housemates as applicable to ensure comfort with the animal arrangement. Sensitivity to residents with allergies and to those who fear animals is extremely important to ensure the comfort and peaceful enjoyment of the entire residential community.

2. The owner is financially responsible for the actions of the animal at all times including bodily injury, property damage, and/or any and all necessary cleaning which could include pest control costs for fleas, ticks, or other animal related pests.

3. Once approved, the owner must submit the Animal Registration Form to Residence Life annually.

4. Animals must be vaccinated annually and documentation provided to Residence Life annually.

5. All animals must be properly housed, cared for, and fed in accordance with accepted practices for the particular animal. Animals should be contained within the owner’s room, except when transported outside the private residence to relieve itself or to exercise outside. When transporting the animal outside, the animal must be leashed or kenneled at all times. The animal is not allowed to be in classrooms or in other buildings on campus. The animal may not be housed, fed, or left unattended at any location outside of the student’s private residence.
6. The animal may not reside on campus during closure periods such as winter break, spring break, and summer break. For other holiday periods when campus housing remains open, the owner is responsible for animal care. If away from campus at any time (overnight, weekend, etc.), the owner must take the animal with them or leave the designated off campus alternate caregiver in charge of the animal. The caregiver cannot house the animal elsewhere in on-campus housing during this period and keys cannot be given to the caregiver to access the owner’s room.

7. The animal must be housebroken prior to residing on campus. Animal waste must be retrieved and disposed of immediately after each trip outside. Cat litter must be properly disposed of in a tightly secured, sturdy plastic bag and taken to the trash receptacle outside. Litter boxes should be cleaned a minimum of twice each day, but ideally should be cleaned after each use to reduce odors and maintain sanitation within the room and residential community. Litter boxes and/or animal cages should be changed a minimum of once per week, or as frequently as necessary to reduce odor and sanitation hazards. Owner must maintain and contribute to community standards of health and cleanliness.

8. The litter box, cage, food dish, water dish, and any other relevant care materials should always be placed on a protective mat to prevent damage to the residential flooring.

9. Authorized college personnel and contractors must be allowed entrance to the premises for routine inspection in the residence.

10. The owner must notify the Residence Life office in writing if the animal is no longer in residence. To replace an animal, the student must file a new request and provide new documentation to Disability Services.

Violations or breach of any condition outlined in these guidelines may result in the Residence Life office enforcing any one or combination of the following remedies:

- Verbal and/or written warning
- Charging the student for damages, cleaning, pest-control, or deodorizing.
- Removal of the animal within 7 days of written notification.
- Removal of the animal within 24 hours for aggressive or threatening behavior.
- Contacting Animal Control Officers to exercise the authority granted by their agency.
- Pursuing Code of Conduct Violations for noncompliance for failure to remove the animal within eviction notification period.

I, ___________________________, have read and understand all of the guidelines and responsibilities for animal ownership in on-campus housing at Luther College and I agree to uphold them:

Signature: _______________________________  Date: ______________________
DOOR TAG FORM – Opt in or out

Student and Animal Information:

Student’s Name: ___________________________  Student’s ID Number: ____________

Building and Room Number: __________________________________________________________

Cell Phone: ___________________________  Email Address: ____________________________

Type of Animal: _________________________  Animal’s Name: ____________________________

Authorized college personnel and contractors must be allowed entrance to the premises for routine inspection in the residence. It is helpful for Luther College staff to be aware of the animal prior to entering a student’s room.

Although not required, we are offering students with Emotional Support Animals to have a nondescript colored door tag (image shown below) that will be placed on upper right-hand corner of your door. This form allows you to OPT IN or OUT and must be turned in with the Maintaining an Animal Agreement Form.

Please choose one:

☐ I wish to OPT IN

☐ I wish to OPT OUT

Signature: _________________________________________________________________________

Date: _____________________________

RESIDENCE LIFE OFFICE USE ONLY

Tracking ( ) Date: _____  Door Tag Provided ( ) ( N/A ) Date: _____