

<p><b>Emotional Support Animals in Residence Halls</b> (Maintaining an assistance animal in the residence halls)</p>	<p><b>BOT Approved: Old Policy-N/A</b> <b>New Policy-May 21, 2019</b></p>
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**Table of Contents**

**PURPOSE:**..... 1

**Definitions:**..... 1

**PROCEDURES:**..... 2

**1. Animal behavior; approval for assistance animal** ..... 2

**2. Animal health and well-being** ..... 2

**3. Animal cleanliness**..... 3

**4. Student responsibilities** ..... 3

**5. Indemnification**..... 6

**6. Additional responsibilities or provisions to follow** ..... 6

**Approval Form for Emotional Support Animals in Residence Halls**..... 7

**PURPOSE:** To set the appropriate policy and related procedures/guidelines for maintaining an assistance animal in the residence halls.

**POLICY:** The following requirements apply to all students and their approved animals living in Garrett College residence halls except as required by law.

**Definitions:** For the purpose of this agreement, the term “assistance animal” includes (i) “service animals” under the Americans with Disabilities Act (“ADA”), (ii) “assistance animals” under the Fair Housing Act (“FHA”), or (iii) “guide dogs” or “service dogs” under Maryland law. Under the ADA, a “service animal” is defined as “any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. ... The work or tasks performed by a service animal must be directly related to the handler’s disability.” (28 C.F.R. Part 35.104) Under the FHA, individuals with a disability may be entitled to keep an “assistance animal” as a reasonable accommodation in housing facilities provided the assistance animal is necessary to afford the person with a disability an equal opportunity to use and enjoy the housing unit or participate in the housing service, and if there is an identifiable relationship or nexus between the individual’s

disability and the assistance the animal provides. Under Maryland law, individuals with disabilities, the parents of a minor child with a disability, and service animal trainers who are accompanied by an animal being trained or raised as a service animal have the same right as individuals without disabilities to the full and free use of the roads, sidewalks, public buildings, public facilities, and other public places. (§ 7-704). An individual with a disability or a parent of a minor child with a disability who is accompanied by a service animal specially trained for that purpose in a place, accommodation, or conveyance listed in § 7-704(b) of this subtitle may not be required to pay extra compensation for the service animal, but the individual may be liable for any damages to the premises or facilities caused by the service animal. (§ 7-705)

## **PROCEDURES:**

### **1. Animal behavior; approval for assistance animal**

- a. An exception to the Garrett College Residence Hall Guide (Residence Hall Rules and Regulations; 5. Pets) and the Animals/Pets on Campus Policy prohibiting pets is granted for assistance animals provided that 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 to the residential community.
- b. Students obtain approval for an assistance animal by completing a request with the Office of Disability Support Services. The request is reviewed by the Office of Disability Support Services and a decision is made as to whether or not the request is approved.
- c. Dangerous, poisonous or illegal to own animals are not permitted.
- d. The approved assistance animal must be contained within the approved student's private residential area (i.e., individual room or apartment) at all times, except when transported outside the private residential area in an animal carrier or controlled by leash, harness or other tether.

### **2. Animal health and well-being**

- a. All assistance animals must be in good health and have all veterinarian-recommended vaccinations (as reasonably determined by Garrett College) to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is due at time of approval. Residence Life staff reserve the right to request an updated verification at any time during the animal's residency.
- b. If state or local licenses are required for the assistance animal, they must be obtained and kept current in compliance with the local jurisdiction (i.e., dog license) requirements.

Residence Life Staff reserve the right to request proof of licensing at any time during the animal's residency.

- c. All assistance animals, if taken outside the private residential area, must be leashed or in a carrier as stated above and wear identification tags with contact information and, if applicable, vaccination information.
- d. All assistance animals must be housed in acceptable conditions within the residential area (e.g., appropriately sized crate/carrier, ability to move freely through the residential area).
- e. All assistance animals must be treated humanely. If mistreatment is reported, the Director of Student Development/or designee will review the report with the student. Any reports of mistreatment may be referred to the Director of Student Development.

### **3. Animal cleanliness**

The student is responsible for properly containing and disposing of all animal fecal waste.

- a. Indoor assistance animal waste, such as cat litter, must be placed in a sturdy plastic bag and tied securely before being disposed of in outdoor dumpster. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces.
- b. Outdoor assistance animal waste, such as dog feces, must be immediately retrieved by the student, placed in a plastic bag and securely tied before being disposed in outdoor dumpster.

### **4. Student responsibilities**

- a. The student must register with the Office of Disability Support Services and receive approval for an accommodation to have an assistance animal in residential housing facilities prior to having the animal enter the facility. Regular reviews of the student's individual needs will be conducted at the discretion of Director of Student Development/or designee.
- b. Upon registering the animal with the Office of Disability Support Services, the student will receive an identification card for the animal. This card must be kept with the animal at all times and presented upon request of any college official.
- c. The student is responsible for ensuring that the assistance animal does not interfere with the routine activities and daily operations of the residence hall or cause difficulties for students or staff who reside and work there. Sensitivity to individuals with allergies and to those who fear animals is critical to participation of the residential community.
- d. The student is financially and legally responsible for the actions of the assistance animal such as bodily injury or property damage, including but not limited to any replacement of

furniture, carpet, window covering or wall covering. Residence life shall have the right to bill the student's account for repair, replacement and other costs.

- e. The assistance animal must be boarded should students leave their Garrett College residence for more than 24 hours. Should the student be away from the residence hall for more than 10 hours due to academic requirements, adequate arrangements for the animal to have appropriate care must be made by the student. The care plan cannot violate other residence hall policies (students cannot provide ID or key to others to enter their room and assistance animal cannot enter other private residential areas). Permission for another person to be keyed into a student's room for assistance animal care must be arranged in advance and in writing with the residence life manager.
- f. The assistance animal must interact and behave well with other assistance animals without incident.
- g. The student is responsible for any expenses that are required due to costs incurred for cleaning that is above and beyond a normal cleaning or for repairs to academic facilities and housing facilities that are assessed after vacating the residence. Residence life shall have the right to bill the student's account for all damages or deficiencies with the room condition or apartment.
- h. The student is responsible for any medical bills associated with an interaction with the assistance animal or for any property damages another person incurs as a result of the animal's behavior.
- i. The student's residence may be inspected for fleas, ticks or other pests once per term or as needed. The residence life staff will schedule the inspection. If fleas, ticks or other pests are detected through inspection, the residence (which may extend beyond the student's private residential area) will be treated using approved fumigation methods by a Garrett College approved pest control service. The student will be billed for the expense of any pest treatment reasonably deemed necessary by Garrett College as a result of the assistance animal.
- j. Students must notify in writing the Director of Student Development/ or designee if the assistance animal is no longer needed as an assistance animal or is no longer in residence. To replace an assistance animal, students must file a new request with the Office of Disability Support Services.
- k. All roommates of the student must sign an agreement allowing the assistance animal to be in residence with them. In the event that one or more roommates do not approve, either the student and assistance animal or the non-approving roommate(s), as

determined by the Director of Student Life/ or designee, may be moved to a more suitable location.

- l. Residence life has the right to relocate the student and assistance animal as necessary per current contractual agreements.
- m. The student agrees to continue to abide by all other residential policies and the Garrett College Housing License Agreement. An exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.
- n. Any violation of these policies will be reviewed through the office of student conduct and the student will be afforded all rights of due process and appeal as outlined in that process. Notwithstanding such rights, Garrett College has the right to correct immediately any potentially harmful situation, including removal of an assistance animal or gaining entry into the student's private residential area.
- o. Should the assistance animal be removed from the premises for any reason, students are expected to fulfill their housing obligations for the remainder of the housing agreement.
- p. Facilities Maintenance will be notified of the presence of an assistance animal so arrangements can be made if maintenance is required in the room/apartment.
- q. Service animals may accompany the student when necessary in order to perform the specified service; however, these animals should not be taken to another student's private residential area (e.g., individual room or apartment) without the express permission of all residents of that room or apartment. Emotional support animals must be kept in the student's assigned private residential area, except for purposes of animal cleanliness (see section 3), and cannot be taken to other private rooms or apartments within the residence halls.
- r. Garrett College may ask the student to remove the assistance animal from the premises if the assistance animal is not housebroken or if the assistance animal is out of control and the student does not take effective steps to control it. If the assistance animal bites another person without provocation or demonstrates unprovoked aggressive behavior toward another person or animal (even if there is only a single occurrence of such behavior), Garrett College has the right to require the student to remove the assistance animal from Garrett College property.
- s. Garrett College **is not** required to allow "assistance animals" as defined under the FHA anywhere on Garrett College property other than in the Garrett College housing facility that is occupied by the person with the disability, unless that animal would also qualify as a "service animal" under the ADA or a "guide dog" or "service dog" under Maryland law.

**5. Indemnification**

The student agrees to defend, indemnify, and hold harmless Garrett College from and against any third-party claims, liabilities, lawsuits or actions (collectively, "Claims") (including without limitation Claims by the student's roommates), arising out of actual or alleged bodily injury, death or property damage caused by the student's assistance animal.

**6. Additional responsibilities or provisions to follow**

When meeting with residence life staff, prior to the animal being brought on campus, the student must provide certificates of vaccination, a copy of the animal's registration or license (if applicable or required by law) and any other information listed in this document.

*(See attached approval form)*

Approval Form for Emotional Support Animals in Residence Halls

Animal name: \_\_\_\_\_

Animal type (dog, cat, rabbit, etc.): \_\_\_\_\_

Description of animal (size, coloring): \_\_\_\_\_

Student (print name): Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Student ID number: \_\_\_\_\_

Certificate or license type \_\_\_\_\_

Date presented to residence life

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

As a roommate of a student with an approved assistance animal (as defined in the above agreement), I understand the following:

1. My roommate is solely responsible for the assistance animal and all responsibilities and requirements set forth by Garrett College. I assume no financial or legal responsibility for the actions of the assistance animal such as bodily injury or property damage, including but not limited to any replacement of furniture, carpet, drapes or wall covering.
2. I agree to allow the assistance animal in the room or apartment and have no known allergies to the assistance animal. If I should change my mind or develop allergies to the assistance animal, I will be required and agree to move to another on-campus space. Residence life and housing will take into account my preferences without guarantee and will make my placement as space permits.
3. I am responsible for reporting any violations of this agreement to residence life and housing immediately and will participate in the student conduct process or any legal action, should the information I report warrant my involvement.

Roommate 1 Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Roommate 2 Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Roommate 3 Signature \_\_\_\_\_ Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_