

Guidelines for Service and Emotional Support Animals in Residence Halls

Service Animals

Spelman College recognizes the importance of Service Animals to individuals with disabilities. This policy ensures that persons with disabilities who require the use of Service Animals receive the benefit of the work or tasks performed by such animals. Spelman is committed to allowing persons with disabilities the use of a Service Animal on campus, including their residence halls, to facilitate their full participation and equal access to the College's programs and activities.

Spelman complies with the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, and Section 504 of the Rehabilitation Act of 1973 and the Civil Rights Act of 1968, more commonly referred to as the Fair Housing Act. These federal laws require Spelman to make reasonable modifications in its policies, practices, and procedures for students, faculty and staff members, and campus visitors with disabilities and to permit the use of Service Animals by those persons requiring such an accommodation.

A Service Animal is any dog that is trained individually to do work or perform tasks for persons with disabilities (including physical, sensory, psychiatric, intellectual, and other mental disabilities). Other species of animals are not considered Service Animals under federal law.

Given the nature of its role, a Service Animal is not restricted to its owner's personal room and may accompany a resident throughout the residence hall and in other campus buildings.

Emotional Support Animals

The law that allows Emotional Support Animals (ESA's) in designated housing for individuals with disabilities is the Fair Housing Act.

An Emotional Support Animal is one that is necessary to afford the person with a disability an equal opportunity to enjoy university housing. ESA's are not considered service animals under ADA, because they have not been trained to perform disability-related work or tasks. An ESA may provide emotional support, calming, stability, and other kinds of assistance. Verification from a licensed health provider must state that the animal is necessary to allow the person with a disability an equal opportunity to use and enjoy a dwelling, and there is an identifiable relationship between the disability and the assistance the animal provides.

An Emotional Support Animal is permitted only in its owner's personal room. The ESA must be contained within the privately assigned residential area (room, apartment, suite) except as required for transportation off-campus or to eliminate waste. The most direct route out of the building from the residents' assigned space should be used.

The ESA may not spend time in lounges and other public areas of the residence halls, as this fundamentally alters the nature of the common space to those in the community with allergies or who may fear animals. This does not restrict the resident from using these spaces.

The ESA is not permitted in other residence halls, dining facilities, academic buildings or other College facilities.

General:

This document serves as an agreement with Spelman College through facilitation by the Office of Housing & Residence Life with the resident on successfully integrating an accommodation of an approved Service Animal or Emotional Support Animal into the residence hall community once all approvals and notification have been made.

The resident acknowledges that standard residence hall policies which apply to all individual residing in college housing continue to apply to them and to their approved animal. This is especially pertinent with regards to noise policies, health, cleanliness, and safety issues.

If another resident requests that an approved animal be removed due to a medical condition that is affected by the animal (i.e., respiratory disease, asthma, or severe allergies), the College will perform an individualized assessment of the situation and consider the needs of all parties in meeting its obligation to provide reasonable accommodations.

This approval is for one specific animal. This approval does not extend to a different animal if resident wants to exchange animals or to an additional animal. Independent review must occur for each specific animal.

The resident must notify the College in writing if the animal is no longer needed or is no longer in residence.

Student Initial

Residency:

The resident should be aware that signs indicating "Approved Animal in Residence" will be posted in a few locations on the floor and in the building. These signs are intended to provide limited notification to members of the community that an animal is approved but without specifically identifying what kind of animal, which resident, or why the animal is approved.

The resident must always effectively control the approved animal. The animal MUST be leashed or contained at all times. If the resident cannot effectively control the animal, or if the animal presents a direct threat to the health or safety of others, the permission to keep that animal in college housing will be rescinded until such time that the problem is rectified.

When the resident must leave the residence hall, it is the responsibility of the resident to ensure that the animal is appropriately contained within the room and not able to leave the room. In order to restrain the animal, it is appropriate to use a cage, carrier, crate or other method for this purpose.

The animal may not be left overnight in college housing in the absence of its resident to be cared for by another resident. In the absence of its resident, an animal may not remain in residence for more than 12 hours.

Student Initial

Community Interaction:

The resident bears sole financial and legal responsibility for any injuries, which the resident, guests in its home, or any third person who may have contact with the approved animal may sustain.

The resident is responsible for assuring that the animal does not interfere with the routine of the residence or cause difficulties for students who reside in the unit. Sensitivity to residents with allergies and to those who fear animals is important to ensure a positive residential community.

The resident is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.

Facilities management, custodial and/or contracted personnel carrying out routine or requested services should not come into contact unwillingly with an approved animal. The animal should be secured appropriately or removed during this time.

Student Initial

Care and Cleanliness:

The cost of care, arrangements, and responsibilities for the well-being of the approved animal are the sole responsibility of resident, including but not limited to adequate feeding, cleaning & upkeep of the container, state and municipal requirements, and any applicable veterinary care.

Routine care for the animal is expected for health and safety reasons and includes but is not limited to flea & tick prevention, de-worming, rabies, and/or other routine vaccinations & annual examinations.

Resident must provide a copy of the most up-to-date vaccination records to be filed with this completed Agreement.

Cleanliness of the animal and associated bedding, cages, or accessories should not be a disturbance to the roommates, suitemates, or community.

It is expected that the resident will be prepared to properly dispose of animal waste immediately when outside in any campus location, and inside when there is an "accident" in the residence hall. This will not be the responsibility of the Facilities Management staff. The approved animal **MUST** be housebroken.

Residence hall bathrooms are not to be used for washing animals.

An animal with pest issues (such as fleas) that necessitates an exterminator treatment will result in the treatment being billed to the resident owner. The resident is responsible for having preventative pest control.

The resident is financially responsible for the actions of the approved animal. This includes damage to other peoples' property; damage that requires replacement of furniture, carpet, blinds, etc. The resident is expected to cover all costs of returning the unit to the same condition it was in at the time of the move-in. This may include cleaning all carpets and furniture to remove pet odors, dander, hair, etc. This applies to all parts of the room/suite/apartment, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, the resident will be charged for their complete replacement.

The resident's living area is subject to inspection by the appropriate college staff **twice a semester**. Any charges or fees levied against the resident based on this inspection are payable to the College immediately.

Student Initial

Emergency:

The priority of emergency responders will be to the health and welfare of students, staff and visitors to the campus community. While the College expects that emergency responders should be trained to recognize a Service Animal or Emotional Support Animal and be aware that the animal may be trying to communicate the

need for help, responders' first efforts should be toward the resident. This may necessitate leaving the animal behind in certain evacuation emergencies.

The resident shall provide current contact information for an individual residing off-campus in the event of an emergency to assume responsibility for the service and care of the animal if the resident is unable to do so. This individual must be able to arrive to campus within a 90-minute timeframe.

Student Initial

Removal of an approved animal:

College employees may request a resident to remove the approved animal from college housing for the following reasons:

1. If an approved Service Animal is determined to not be a Service Animal.
2. If an approved Emotional Support Animal is determined to not be an Emotional Support Animal.
3. If the animal is out of control and the resident does not take effective action to control the animal, as determined by the College.
4. If the animal is not house-trained.
5. If the animal poses a substantial and direct threat to the health and safety of others, as determined by the College and the threat cannot be reduced or eliminated by a reasonable accommodation. This determination requires an individualized assessment of the nature, duration, and severity of the risk; the probability that the potential injury will occur; and whether reasonable modifications will mitigate the risk.
6. If the resident is found in violation of the policies and regulations governing the approved animal.

Student Initial

The resident acknowledges that they have read, understand, and agree to abide by the guidelines for approved animals in residence.

Student Full Name: _____ SCID _____

Student Signature

Date

Spelman College Representative Name and Title

Date