

Residential Life Assistance Animal Policy

UMass provides reasonable accommodations to on-campus residents with a documented disability. University policy allows assistance animals to live with residents in their on-campus accommodation upon approval by Disability Services (DS). The resident will be asked to provide documentation verifying: 1) the person has a disability, 2) the animal is necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling; and 3) there is an identifiable relationship or nexus between the disability and the assistance the animal provides.

Residential Life may exclude an assistance animal from housing if it 1) poses a direct threat to the health or safety of others, 2) would cause substantial physical damage to the property of others, 3) would pose an undue financial and administrative burden, or 4) results in a fundamental alteration of the University's program(s).

The following tasks will comprise the process for approval under this policy:

___ Register with Disability Services as a qualified person with a disability under the Americans with Disabilities Act (ADA) of 1990.

___ Meet with Disability Services to request eligibility for use of an Assistance Animal while living in campus housing. Disability Services will determine eligibility on a case-by-case basis, and denials may be appealed via the accommodations Grievance Procedure, available online (URL to be determined). Disability Services will orient eligible residents to any pertinent campus-wide policies that may relate to the assistance animal.

___ Review, initial and sign the University's *Assistance Animal Agreement*

___ Complete and submit Residential Life's *Animal in Residence Registration Form*

___ Meet with a Residential Life liaison prior to the animal taking occupancy in order to review the agreement and expectations.

___ Provide documentation that the animal is in good health and has been vaccinated against diseases common to that breed of animal as recommended by the American Veterinary Medical Association. The Assistance Animal Accommodation form must be submitted and approved prior to the animal taking residence.

Assistance Animal Agreement

First Name: _____ Last Name: _____

Campus ID: _____ Contact Phone: _____

Please review each area and initial each paragraph. The resident (Owner) requesting an assistance animal must complete this form. If the Owner is under the age of 18 then the parent/guardian will also sign the agreement.

Animal Name: _____

Animal Type: _____ Animal Breed: _____

Hair Length: _____ Animal Weight: _____

Veterinarian name: _____

Veterinarian phone: _____

Standards for Maintaining an Approved Assistance Animal

The following guidelines apply to all Approved Animals and their Owners, unless the nature of the documented disability of the Owner precludes adherence to these guidelines, and permission for a variance from the guidelines has been granted by Disability Services and Residential Life.

____ Approved Animals must be housebroken. The Owner is responsible for properly containing and disposing of all animal waste. Indoor animal waste must be placed in a sturdy bag and tied securely before being disposed of in outside trash dumpsters. Outdoor animal waste, such as dog feces, is only allowed in the area defined by your Residential Life Liaison and must be immediately retrieved by the Owner, placed in a plastic bag and securely tied before being disposed of in outside trash dumpsters.

____ In accordance with local ordinances and regulations, the Approved Animal must be immunized against diseases common to that type of animal. Routine maintenance of the animal is expected and includes flea and tick prevention, de-worming, and annual examinations. Assistance Animals health must be documented annually by a licensed veterinarian. The University has authority to direct that the Assistance Animal receive veterinary attention.

____ Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Local licensing is also required for all dogs.

____ I give permission to the Director of Disability Services or his/her designee to contact my animal's veterinarian to request additional medical documentation if needed.

____ All Assistance Animals should have a tag that identifies the Owner and contact info in case of emergency.

____ Animal Abuse and Cruelty is defined by Massachusetts' law and reporting animal abuse follows the protocol below:

____ Under Massachusetts' law an owner or custodian of an animal must provide (1) proper food and water, (2) shelter or protection from the weather, (3) veterinary attention needed to reduce or end suffering from disease or injury, and (4) a sanitary. An owner or custodian of an animal is prohibited from (a) willfully abandoning an animal, (b) carry or cause an animal to be carried in or on a vehicle in a manner that endangers that animal including transport of an improperly secured animal, or (c) willfully permit an animal to be subjected to unnecessary torture, suffering, or cruelty.

Violators may be forced to forfeited their animal and/or be subject to a sentence of up to five years in state prison, or up to 2.5 years in state prison and/or a fine of up to \$2,500.

____ Disability Services and Residential Life may place other reasonable conditions or restrictions on the Assistance Animal depending on the nature and characteristics of the Assistance Animal.

Standards for Interaction with Roommates and the Community

____ The Owner must effectively control the animal at all times. The animal cannot pose a direct threat to the health or safety of others. If the Owner cannot effectively control the animal or if it poses a direct threat to the health or safety of others, the University may suspend the accommodation made for to keep that particular animal in Residential Life until such time that the problem is rectified. In the event that the University determines that the animal poses a serious direct threat to health or safety, the University may rescind the accommodation made for that particular animal.

____ The Owner must keep the assistance animal on a leash/lead or in a carrier when the animal is in a public area (i.e. exiting a residence hall, outdoors on campus, etc.).

____ The Owner is responsible for assuring that the animal does not interfere with the routine of the residence or cause difficulties for individuals 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 Owner is responsible for any odors, noise, damage, or other conduct of his or her animal that disturbs others or damages the premises. Residential Life has the right to reassign the Owner to another accommodation if care of the animal or interactions interfere with other's educational experience.

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

____ Roommates, suitemates and apartment mates will be notified about the animal. The notification will include the type of animal and size. Roommates, suitemates and apartment mates retain the right to request a room change from Residential Life if they have a desire to do so.

____ Approved Animals may not be left overnight in University housing to be cared for by another individual. Approved Animals must be taken with the Owner if they leave campus for a prolonged period.

___ The Owner's residence may be inspected for pests once a semester or as needed. Residential Life will schedule the inspection. If pests are detected through inspection, the residence will be treated using approved fumigation methods by a University-approved pest control service. The Owner will be billed for the expense of any treatment above and beyond standard pest management in the residence halls.

___ 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 additional cleaning, repair, or replacement of furniture, carpet, window, wall covering, and the like. The Owner is expected to cover these costs at the time of repair and/or move-out.

Additional Agreements

___ The Owner will be assigned a liaison within Residential Life who will oversee any moves from one location to another, arranging for staff notifications and trainings and assisting with re-introduction of the animal to a new community.

___ The Owner must notify Disability Services in writing if the Approved Animal is no longer needed as an Approved Animal or is no longer in residence. To replace an Approved Animal, the Owner must file a new "Assistance Animal Accommodation Form."

___ The Owner agrees to continue to abide by all other residential policies. Reasonable accommodation which may constitute an exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

___ Any violation of the above rules may result in immediate removal of the Approved Animal from the University and may be reviewed through the Code of Student Conduct and the Residence Hall Community Standards and the Owner will be afforded all the rights and procedures provided by that process.

___ 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 Residence Hall Contract and lease.

Areas Off Limits to Animals

Assistance animals are not permitted in any area other than the resident's on-campus assigned residential room. In suite and apartment style buildings this includes common lounge space within the suite and apartment. Assistance animals are only allowed in other residential common indoor areas (i.e. lobbies) as needed to enter or exit the building.

Exceptions may be granted on a case-by-case basis. To request an exception, the Owner must contact Disability Services; the person directing the restricted area has the final decision.

Information and Requirements for Members of the University Community

Residents with medical condition(s) who are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact Disability Services if they have a health or safety related concern about exposure to an Assistance Animal. The University is prepared to also reasonably accommodate individuals with such medical conditions that require accommodation when living in proximity to Assistance Animals.

Disability Services and Residential Life will resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodations of all residents involved.

Upon approval of an Assistance Animal, the Owner’s roommate(s), suitemate(s) or apartment mate(s) will be notified (if applicable) that the approved animal will be residing in shared assigned living space.

Members of the University community are required to abide by the following practices:

- They are to allow the Approved Animal to accompany its Owner at all times in the Owner’s residence hall. The Approved Animal will not be given access to common indoor spaces except as needed to enter and exit the building.
- They are not to touch or pet the Approved Animal unless invited to do so.
- They are not to feed the Approved Animal.
- They are not to deliberately startle the Approved Animal.
- They are not to separate or to attempt to separate an Owner from Approved Animal.
- They are not to inquire for details about the Owner's disabilities. The nature of a person's disability is a private matter.

I have read and agree to all of the terms of the University’s *Assistance Animal Agreement*. I understand that if I have questions, concerns, or need assistance that I will contact my consumer manager in Disability Services.

Student Signature Date

Parent/Guardian Signature (for students under 18) Date

Office Use Only

Current Assignment	Date of Meeting	Initials of Assistant Director

Edited 10/14/15