



Emotional Support Animal (ESA) Policy

Updated: January 23, 2019

It is the intent of MMC to provide an environment that fosters respect and dignity towards all students. For students with documented disabilities, MMC 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 Disability Services.

This document contains:

1. The ESA Policy
2. The ESA Housing Agreement

Definitions:

MMC uses the definitions below to define specific items:

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.

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.

For more information, contact:

Office of Disability Services

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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.”

As of August 2018, ESAs are permitted in the MMC residence halls, but are restricted from all other campus areas, including classrooms, lounges, offices, etc. This ESA Policy contains requirements for an ESA, steps to request an ESA, student responsibilities, and the ESA Housing Agreement.

ESA Requirements:

1. A student requesting an ESA must provide documentation of their disability-related need for the accommodation.
2. A student may only request **one (1) ESA** for accompaniment in the Residence Hall. If you need more than one ESA, please contact the Office of Disability Services.
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.
6. **MMC strongly recommends students who wish to request approval for an ESA do so by June 1st for Fall move-in and by January 1st for Spring move-in to allow sufficient time for the approval process.**

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

Steps to Request an ESA:

1. Student should submit the *Accessibility Request* via [ACCOMMODATE](#)
 - a. If this is your first request for any type of accommodation, click on “Accommodation Request.”
 - b. MMC students already registered for accommodations, should click on “Student Portal.”
2. Submit student disability documentation on official letterhead, signed by a licensed professional, which must include:
 - a. Information identifying the mental and/or health care professional’s credentials and how long the student has been treated by the professional.
 - b. Diagnostic statement identifying the nature and extent of the impairment including how it limits a major life function.
 - c. A description of relationship or nexus between the disability and the assistance the ESA provides.
3. Veterinarian confirmation that all appropriate vaccinations, including Rabies and Distemper, have been administered and are up-to-date, and NYC Dog license or valid license from student’s state/city of residence.
4. Once the request and documentation are submitted, the Office of Disability Services will reach out to the student to schedule a meeting to discuss the request, the ESA Policy, and the ESA Housing Agreement.
5. Sign and submit in hard copy to the Office of Disability Services (Carson 500) the *Emotional Support Animal (ESA) Housing Agreement* (located on pages 5-6 of this document).

The Office of Disability Services 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 MMC;
2. The presence of the ESA fundamentally alters the nature of MMC's housing services;
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. Failure to provide appropriate verification that the ESA provides assistance directly related to the student's disability.
6. Failure of the ESA's handler to maintain appropriate control of the ESA.

Student Responsibilities:

1. A student granted permission to have an ESA will be solely responsible for the care of the ESA. The ESA must be harnessed, leashed, or tethered at all times when outside the student's room/residence, unless such devices interfere with the ESA's work or tasks. If the ESA is caged, that ESA is expected to remain in the cage at all times when not providing support to the student.
2. It is expected that the ESA will be walked outside to relieve him/herself. 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.
3. The student will take appropriate measures to ensure that the ESA will not defecate or urinate in the interior of the building. The student will "pick-up" after the ESA, should it defecate or urinate indoors and pick up after the ESA outdoors. Animal waste should be disposed of properly.
4. ESAs are not permitted in any office area.
5. The student will be solely responsible for any and all damage done to college property by the ESA.
6. Conflicts between the ESA and other students (severe allergies, phobias, etc.) will be addressed on a case-by-case basis (e.g. relocation to another room or residence hall). In the residence hall, Residence Life staff has the right to assign the student to another room or residence hall if care of the ESA or interactions with others become a concern.
7. To the extent possible, the ESA should be unobtrusive and not disruptive. If the ESA becomes disruptive, the student must take effective action to control it.
8. The student must meet with the Office of Disability Service's Assistant Director (or their designee) monthly to ensure the policy is being followed and accommodations are appropriately in place.
9. Random cleanliness check by a Residence Director will occur in the residence halls. This will be an unscheduled check to ensure the cleanliness of the room.
10. It is the student's responsibility to inform roommate(s)/ suitemates of the ESA.
11. There will be an "Animal Working" marker on the door of their specific apartment/suite letting the Residence Life staff and community members know there is a working animal inside the room.
12. ESAs must leave with the student anytime the student leaves overnight and/or during College breaks.
13. Day guests and overnight guests are permitted to have assistance animals with them for their stay in the residence halls. While not required, the host should attempt to make other arrangements for the guest and assistance animal if a roommate has an allergy. The guest and host are expected to honor the parameters outlined above.

Violations of the ESA Policy and ESA Housing Agreement

After the first offense, the student will be required to meet with a staff member from the Office of Disability Services. If no corrections are made to the animal's behavior, the College has the right to remove or relocate the ESA for violations of the ESA Policy and ESA Agreement. The College reserves the right to remove the ESA after one incident if the behavior is egregious.

1. 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.

2. 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.

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

4. 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.



Emotional Support Animal (ESA) Housing Agreement

Student Name: _____

Cell Phone: _____

Animal Name: _____

Animal Type & Breed: _____

Veterinarian Name: _____

Veterinarian Phone: _____

Academic Year: _____

Vaccinations renewal date: _____

Please provide the name/number of an individual who would foster the ESA if removed from the college.

Name: _____ Phone: _____

Guidelines for ESA care; please initial next to each item:

- _____
Initials
1. I understand my ESA must be housebroken. I am responsible for properly containing and disposing of all waste in a timely manner. Indoor animal waste must be placed in a sturdy plastic bag and tied securely before disposal in a trash receptacle. I understand I must take my ESA away from the main entrances of the building while it relieves itself. I understand I am expected to follow local curbing laws. Outdoor animal waste will be placed in a plastic bag and securely tied before disposal in an outside trash receptacle.
- _____
Initials
2. Caged animals: I understand if my ESA does not leave the room to relieve itself, the expectation is that the cage/litter box/pad/bedding will be cleaned on a daily basis.
- _____
Initials
3. I understand when transporting my ESA, it will be in a travel bag/ carrier or on a leash. My ESA (or the travel bag/carrier) will have a tag that identifies me as the owner and will also include my contact information in case of an emergency. Additionally, I understand all dogs must have a current [New York City dog license](#). The license tag will be on the collar of my ESA dog at all times.
- _____
Initials
4. I understand I am responsible for controlling my ESA at all times. I am responsible for any odors, noise, damage, or other conduct of the animal that disturbs others or damages the premises or property of others. I understand my ESA cannot pose a direct threat to the health or safety of others. I understand if I cannot effectively control my ESA or if he/she poses a direct threat to the health or safety of others, my ESA may be removed until the problem is resolved. This may include permanent removal from the residence halls.
- _____
Initials
5. I understand routine care of my ESA is expected. This includes vaccinations and annual exams. The Office of Disability Services may contact the ESA's veterinarian to request additional medical documentation if needed. If the ESA's vaccinations are due for renewal during the academic year or any other time when I am in residency, I shall take necessary steps so the vaccinations are current, and will notify the Office of Disability Services when the vaccinations are updated.
- _____
Initials
6. Dog and cat ESAs only: I understand my ESA must be on a continuous flea and tick prevention program.
- _____
Initials
7. 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 Disability Services and seek assistance resolving this concern.

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- _____ 8. Should I become temporarily unable to care for the ESA (illness or accident), I will identify an off-campus back-up caretaker or remove the animal from housing.
Initials
- _____ 9. I am responsible for the actions of my ESA. I am responsible for any odors, noise, or damage if my ESA disturbs others and/or damages the premises or property of others.
Initials
- _____ 10. I am responsible for ensuring my ESA does not cause difficulties for students who reside in the residence hall. Sensitivity to residents with allergies and to those who fear animals is important to ensure a positive residential community. I will contact the Office of Disability Services if I cannot amicably resolve these concerns with people who have allergies or a fear of animals.
Initials
- _____ 11. I acknowledge that if I require service by the Facilities Department in my room, suite or apartment, I must arrange a time when I can be present for the service to occur.
Initials
- _____ 12. I understand Residence Life has the right to reassign me to another residence hall if care of the ESA's interactions with others becomes a concern.
Initials
- _____ 13. I will not leave my ESA unattended for more than a few hours at a time (time to go to class or work during the day). I agree not to leave my ESA in the care of a friend/roommate/suitemate except for extenuating circumstances. If I am leaving campus for an extended period of time, I must take the ESA with me. I assume full responsibility of the ESA. If any neglect is suspected, Office of Disability Services will contact me and/or New York City's ASPCA.
Initials
- _____ 14. I acknowledge that if my ESA is a cat or dog, he/she will not be required to be confined during my absence. If the ESA is a caged animal, he/she is expected to remain in the cage at all times when not providing support or being walked. For safety reasons, my ESA may not be left on a lofted or bunked bed while I am gone.
Initials
- _____ 15. I understand my ESA is not permitted in any office area.
Initials
- _____ 16. I am financially responsible for the actions of my ESA, including bodily injury, property damage, replacement of furniture, carpet, blinds, etc. I will be expected to cover all costs of returning the unit to the same condition as move-in except for normal wear and tear. This may include cleaning all carpets and furniture to remove pet odors, dander, hair, etc.
Initials
- _____ 17. I understand Residence Life will inspect my room, suite, or apartment for health and safety checks. I acknowledge these inspections will be unannounced and at the discretion of the Resident Directors. If fleas, ticks, or other pests are detected through inspection, the unit will be treated using fumigation methods by a College-approved pest control service. I understand that I am responsible for the cost.
Initials
- _____ 18. I understand the College reserves the right to remove or relocate the ESA for violations of the ESA Policy and/or the ESA Housing Agreement.
Initials

I have read and agree to all the terms of the Emotional Support Animal (ESA) Housing Agreement. I understand that if I have questions, concerns, or need assistance that I should contact the Office of Disability Services.

Student Signature: _____ Date: _____

Parent Signature (if under 18): _____ Date: _____