



## Service Animal Policy

Updated: August 26, 2020

### **Please review the CDC Guidelines for Service Animals in regards to COVID-19**

- Service Animals may need to be around other people and animals while working. When possible, both the handler and the animal should stay at least 6 feet away from others.
- If a service animal is sick, call a veterinarian, and do not go out in public with the animal.
- When possible, do not take a service animal into settings in which people are infected with COVID-19 or facilities where you cannot prevent interactions with people who may have COVID-19.
- Avoid contact between sick people and the service animal as much as possible. If contact cannot be avoided, the sick person should wear a cloth face covering when around the animal.
- CDC recommends that people wear cloth face coverings in public settings and when around people who don't live in your household, especially when other social distancing measures are difficult to maintain.
- Clean and disinfect service animal collars, vests, leashes or harnesses, and other supplies frequently.
- Do not wipe or bathe service animals with chemical disinfectants, alcohol, hydrogen peroxide, or any other products not approved for animal use. There is no evidence that the virus can spread to people from the skin, fur, or hair of pets.
- **Do not put face coverings on service animals. Covering an animal's face could harm them.**

### **For Students residing in the Residence Halls, please review the below protocols for quarantine and isolation**

#### **QUARANTINE & ISOLATION PROTOCOLS**

In order to eliminate risk of infection transmission, the student is not permitted to leave their room during quarantine and isolation. When quarantine or isolation are required for the student, Residence Life and Disability Services will work in collaboration with the student to address Service Animals needs:

- Animals residing in the Residence Halls that do not leave the building to relieve themselves must remain in the room for the duration of the quarantine or isolation period. MMC's quarantine and isolation protocols must be upheld.
- For animals who do leave the building to relieve themselves, the Service Animal may be unable to isolate or quarantine with you. Please contact your Emergency Contact to retrieve the Service Animal or contact the Office of Disability Services. Once the quarantine or isolation period is complete, the student will be permitted to have their Service Animal return to the Residence Hall.
- Students may also choose to remain with their Service Animal and quarantine or isolate outside of the Residence Hall on their own.

Note: For emergencies related to your Service Animal, please contact Disability Services and Residence Life. If necessary, your Emergency Contact will be contacted to retrieve the Service Animal from the building. Once the quarantine or isolation period is complete, the student will be permitted to have their Service Animal return to the Residence Halls.

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. Eligible students should review this Service Animal Policy and request this accommodation through the Office of Disability Services.

This document contains:

1. The Service Animal Policy
2. The Service Animal 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**

Assistant Director: Lindsay Green

[lgreen@mmm.edu](mailto:lgreen@mmm.edu)

212-774-0719

**Introduction:**

According to ADA and the Fair Housing Act (FHA), service animals are permitted on campus and in the residence halls.

This Service Animal Policy covers both the Main Campus and residence halls, and contains requirements for a service animal, steps to request a service animal, student responsibilities, and the Service Animal Agreement.

### Service Animal Requirements:

1. A student requesting a service animal must provide documentation of their disability-related need for the accommodation.
2. A student may generally only request **one (1) service animal** for accompaniment. If you need more than one service animal, please contact the Office of Disability Services.
3. The service animal 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 a service animal must be made each academic year. Prior approval does not guarantee future approval. For disabilities that are obvious and/or visible, it is not necessary for you to request approval. However, you must register your service animal with the Office of Disability Services to avoid mis-identification or other problems.
5. While not required, the service animal may wear a vest identifying they are working animal. However, an animal that is not a service animal may not wear a vest, collar or similar accessory identifying it as a service animal on the Main Campus or in Residence Halls.

Note: No animals may be allowed on campus or in the residence halls until the student has received permission for the service animal.

### Steps to Request a Service Animal:

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. Student may choose to submit documentation to help MMC better understand the student’s needs.
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 Service Animal Policy, and the Service Animal Agreement.
5. Sign and submit in hard copy to the Office of Disability Services (Carson 500) the *Service Animal Agreement* (located on pages 5-6 of this document).

The Office of Disability Services will approve or deny the request for a service animal and notify the appropriate parties of the decision within five business days.

An animal will be approved if the student provides sufficient response to the questions below.

1. Is the animal required because of a disability?
2. What work or task has the animal been trained to perform?

Reasons that a request for a service animal may be denied include, but are not limited to:

1. The service animal would cause substantial physical damage to the property of others.
2. The service animal is disruptive (e.g. excessive or uncontrolled barking).

### Student Responsibilities:

Updated: August 26, 2020

1. The student will be solely responsible for the care of the service animal. The service animal must be harnessed, leashed, or tethered at all times when outside the student's room/residence or on campus, unless such devices interfere with the service animals' work or tasks.
2. It is expected that service animals be walked outside to relieve themselves. The student will take appropriate measures to ensure that their service animal will defecate or urinate only in designated areas outside of the building. The student must "pick-up" after the service animal at all times, and animal waste should be disposed of properly.
3. The student is expected to be aware of certain health and safety restrictions in specific areas, where the service animal might be in danger. Restricted areas may include but are not limited to: food preparation areas, research laboratories, and other areas prohibited by law. Service animal handlers should use caution in certain theatre areas that could pose a threat to the service animal or the safety operations of the Theatre Department. This includes, but is not limited to: the shop, electrical closet, costume lab, and stage areas. If a service animal is accompanying a student in these areas, the service animal may be stationed in a nearby monitored area if necessary.
4. Student will be solely responsible for any and all damage done to college property by the service animal.
5. Conflicts between service animals and other individuals with 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 reassign the student if care of the service animal or interactions with others becomes a concern.
6. To the extent possible, the service animal should be unobtrusive and not disruptive. If the service animal becomes disruptive, the student must take prompt and effective action to control that behavior.
7. Students 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.
8. 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.
9. It is the student's responsibility to inform roommate(s)/suitemates of the service animal.
10. 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.
11. Service animal's must leave campus with the student anytime the student leaves overnight and/or during College breaks.
12. In the residence halls, 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 Service Animal Policy and 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 the service animal for violations of the Service Animal Policy and Service Animal Agreement. The College reserves the right to remove the service animal after one incident if the behavior is egregious.

**1. Out-of-control Behavior:** A student may be directed to remove a service animal 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 service animal. Repeated instances of such behavior may result in exclusion from College facilities until the student is able to demonstrate effective control of the service animal.

**2. Unkempt Animal:** Service animals must be house broken. The presence of the service animal may not pose a direct threat to the health and safety of others. A student must also ensure that the service animal is kept clean and well-groomed. A service animal that is excessively unclean (e.g.

repeated soiling of facilities, flea-infested, foul-smelling and/or shedding excessively) may be excluded from College facilities. Although a service animal may become ill unexpectedly, the College recommends that a sick service animal should not be brought into College facilities.

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

4. **Violating Agreement:** If any provision of this policy or the related Service Animal Agreement is violated, the student may be required to immediately remove the service animal from College facilities.



## **Service Animal 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 service animal if removed from the college.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

*Guidelines for animal care; please initial next to each item:*

\_\_\_\_\_ 1. I understand my professors will be contacted at the beginning of the semester to notify them  
Initials of my service animal.

\_\_\_\_\_ 2. I understand my service animal must be housebroken. I am responsible for properly  
Initials 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 service animal 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.

\_\_\_\_\_ 3. My service animal will have a tag that identifies me as the owner and includes my contact  
Initials information in case of an emergency. Additionally, all dogs must have a current [New York City dog license](#). The license tag will be on the dog's collar at all times.

\_\_\_\_\_ 4. I understand I am responsible for controlling my service animal. I am responsible for any  
Initials odors, noise, damage. I am also responsible for my animal's behavior that disturbs others, damages the premises, or damages the property of others. I understand my service animal cannot pose a direct threat to the health or safety of others. I understand if I cannot effectively control my service animal or if he/she poses a direct threat to the health or safety of others, my service animal may be removed until the problem is resolved. This may include permanent removal from the main campus.

\_\_\_\_\_ 5. I understand routine care of my service animal is expected, including vaccinations and  
Initials annual exams. The Office of Disability Services may contact the animal's veterinarian to request additional medical documentation if needed. If my service animal's vaccinations are due for renewal during the academic year or other time when I am in residency, I agree to take necessary steps so the vaccinations are current.

\_\_\_\_\_ 6. I understand my service animal must be on a continuous flea and tick prevention program.  
Initials

\_\_\_\_\_ 7. I am responsible for instructing others on appropriate interactions with my service animal  
Initials and setting clear expectations of behavior. If I encounter resistance of others to follow such instructions, I will notify the Office of Disability Services and seek assistance to resolve this concern.

### **Residence Hall Agreements**

\_\_\_\_\_ 8. I will not leave my service animal unattended for more than a few hours per day (while at  
Initials class or work during the day), and will not leave my service animal in the care of a friend/roommate/suitemate, except for extenuating circumstances. If I leave campus for an extended period of time, I must take the service animal with me. I assume full responsibility

of my service animal. If any neglect is suspected, Residence Life will contact me and/or New York City's ASPCA.

- \_\_\_\_\_ 9. For safety reasons, I understand my animal may not be left on a lofted or bunked bed while I am away.  
Initials
- \_\_\_\_\_ 10. I am responsible at all times for the actions of the service animal. I am responsible for any odors, noise, damage, of the animal that disturbs others or damages the premises or property of others.  
Initials
- \_\_\_\_\_ 11. I am responsible for ensuring the service animal does not cause difficulties for students who reside in the residence hall. Displaying care around students with allergies and those who fear animals is important to ensure a positive residential community. I will contact Disability Services if I cannot amicably resolve these concerns.  
Initials
- \_\_\_\_\_ 12. 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
- \_\_\_\_\_ 13. I acknowledge that if I obtain a job on campus it is my responsibility to coordinate with my supervisor and the Office of Disability Services to ensure policy is being followed and all members of the office are notified of a working animal in their office area.  
Initials
- \_\_\_\_\_ 14. I understand I am financially responsible for the actions of the service animal, 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 carpet and furniture to remove pet odors, dander, hair, etc.  
Initials
- \_\_\_\_\_ 15. I understand Residence Life will inspect the room, suite, or apartment for health and safety checks. I acknowledge this 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
- \_\_\_\_\_ 16. Should I become temporarily unable to care for the service animal (illness or accident), I will identify an off-campus back-up caretaker or remove the animal from housing.  
Initials
- \_\_\_\_\_ 17. I understand the College reserves the right to remove or relocate the service animal for violations of the Service Animal Policy and/or the Agreement.  
Initials

I have read and agree to all the terms of the Service Animal 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: \_\_\_\_\_