Policy Name: Service Animals and Assistance Animals on Campus

Issuing Office: Office of Diversity, Equity and Inclusion

Original Date Issued: July 12, 2018

Applicable To: All faculty, staff, students, guests, vendors, and visitors who access university-controlled property, including residence halls.

I. PURPOSE OF POLICY

The University of Massachusetts Boston (“University”) is committed to providing appropriate access to all members of the University community. The University ensures that individuals with disabilities who use service animals will be granted access to all buildings, classrooms, residence halls, dining areas, recreation facilities, activities and events. The University allows service animals to accompany individuals with disabilities in all areas where members of the public are also permitted.

The University shall provide appropriate access to all on-campus residents with an assistance animal who demonstrate a documented disability. Assistance animals are not permitted in any area on campus other than the student’s on-campus housing and only after signing an approved Service Animal or Assistance Animal Agreement. Assistance animals are only permitted in a student’s room, suite, or apartment and the most direct path to enter and exit the hall as needed. In suites/apartments, the assistance animal is allowed in the suite/apartment living space when accompanied by its handler.

II. DEFINITIONS

Accommodation: A reasonable arrangement that provides equal access to educational courses, programs, services, employment, activities, and facilities available through the University.

Assistance Animal: An animal that provides emotional/therapy support which is documented by a health care provider for a person with a disability. This also includes those assistance animals that may be called by other titles such as comfort animals, emotional support animals (ESAs), and therapy animals.

Disability: A person is considered to have a disability if they have an impairment that substantially limits one or more major life activities; have a record of such impairment; and/or is being regarded as having such impairment.
Health Care Provider: Under federal regulations, a "health care provider" is defined as: a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, or a clinical social worker who is authorized to practice by the State and performing within the scope of their practice as defined by State law, or a Christian Science practitioner.

Housing and Residential Life: HRL will make the final determination of use of assistance animals by students living in the residence halls.

Office of Diversity, Equity and Inclusion: ODEI provides workplace accommodations for employees on campus and will make final determination of use of service animals by employees while on university-controlled property.

Pet: Any domesticated or tamed animal that is kept as a companion and cared for affectionately, but is not recommended by a healthcare provider as an accommodation for a documented disability. Pets ARE NOT allowed on campus because a pet is not considered a service animal or an assistance animal and is not an accommodation for a disability.

Ross Center Disability Services: RCDS provides academic accommodations on campus and encourages all handlers of service animals to register with RCDS.

Service Animal: A dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a documented disability, including a physical, sensory, psychiatric, intellectual, or other cognitive disability.

- In-Training Service Animal: A dog, puppy or miniature horse being trained has the same rights to access as a fully trained service dog or miniature horse. See MGL ch. 129, sec. 39F. For the purpose of this policy and procedure, reference to “Service Animal” shall include and refer to In-Training Service Animal.

Under Handler Control: A Service Animal or Assistance Animal must be under handler control at all times, which is defined as leashed, tethered, harnessed, unless that would interfere with the animal’s work, in which case the animal must be under the handler’s control via voice, hand signals, or other cue.

III. POLICY

Service Animal: In compliance with the Americans with Disabilities Act, as amended (ADA) and MGL ch. 272, sec. 98A, the University shall allow the use of service animals under handler control on university-controlled property as a means of providing access to employment, educational programs, activities and services to individuals with disabilities. Service animals may have access to all university-controlled property where the public are allowed to enter, including residence halls. The University has authority to direct that the service animal receive veterinary attention.
Assistance Animals  In compliance with the Fair Housing Act, Section 504 of the Rehabilitation Act, and the ADA, the University shall provide appropriate access to all on-campus resident halls for students with assistance animals who demonstrate a documented disability. A resident hall student must provide documentation verifying that they have a disability and the assistance animal is necessary to afford them equal opportunity and access to educational activities. Assistance animals are not permitted in any area on campus other than the student’s on-campus housing and only after signing an approved Service Animal or Assistance Animal Agreement. Assistance animals are only permitted in a student’s room, suite, or apartment and the most direct path to enter and exit the hall as needed. In suites/apartments, the assistance animal is allowed in the suite/apartment living space when accompanied by its handler. The University has authority to direct that the assistance animal receive veterinary attention.

The University may exclude or remove a service animal or assistance animal if: it poses a direct threat to the health and safety of others; it would cause substantial physical damage to the property of others, it would pose an undue financial and administrative burden, and/or results in a fundamental alteration of the University’s program(s), and/or there is a violation of university policies, procedures, or Student Code of Conduct. ODEI and HRL will determine eligibility to bring a service or assistance animal onto university-controlled property on a case-by-case basis. HRL may call Boston Animal Care and Control Services to remove the service animal or assistance animal in cases of direct threat to the community.

Standards for Animal Interaction with the Community

The following standards apply to all service or assistance animals and their employees/students, unless the nature of the documented disability of the employee/student precludes adherence to these guidelines, and permission for a variance from the guidelines has been granted by ODEI, RCDS, and/or HRL staff as applicable.

Vaccinations: In accordance with local ordinances and regulations, the service or assistance animal must have current vaccinations and must be immunized against diseases common to that type of animal. Routine maintenance of the service or assistance animal is expected and includes flea and tick prevention, deworming, and annual examinations. Local licensing and proper tagging is also required for all service or assistance animals. The health of service or assistance animals must be documented annually by a licensed veterinarian. The University has authority to ask for proof of documentation and/or direct that the service or assistance animal receive veterinary attention.

Care of Animal: Under Massachusetts’ law a handler 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 environment. A handler of an animal is prohibited from (a) willfully abandoning an animal, (b) carrying or causing 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 permitting an animal to be subjected to unnecessary torture, suffering, or cruelty.
Service or assistance animals must be housebroken. The employee/student is responsible for properly containing and disposing of all animal waste. When indoors, animal waste must be placed in a sturdy bag and tied securely before being disposed of in a designated trash bin. When outdoors, animal waste must be immediately retrieved by the employee/student, placed in a plastic bag and securely tied before being disposed of in a designated trash bin.

**Control of Animal:** The employee/student must effectively control the service or assistance animal at all times, which is defined as leashed, tethered, harnessed, unless that would interfere with the dog's work, in which case the dog must be under the handler’s control via voice, hand signals, or other cues).

The service or assistance animal cannot pose a direct threat to the health or safety of others. If the employee/student cannot effectively control the service or assistance animal or if it poses a direct threat to the health or safety of others, the University may suspend the accommodation until such time that the problem is rectified. In the event that the University determines that the service or assistance animal poses a serious direct threat to health or safety, the University may rescind the accommodation made for that particular animal.

The employee/student must keep the service or 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.). All service or assistance animals should have a tag that identifies the employee/student and contact info in case of emergency.

The employee/student is responsible for any odors, noise, damage, or other conduct of their service or assistance animal that disturbs others or damages the premises. ODEI, and/or HRL staff has the right to reassign the employee/student to another accommodation if care or other interactions of the service or assistance animal unduly affects another’s employment or educational experience.

The employee/student is financially responsible for the actions of service or assistance approved animal including bodily injury or property damage. The employee/student responsibility covers but is not limited to additional cleaning, repair, or replacement of furniture, carpet, window, wall covering, and the like. The employee/student is expected to cover these costs at the time of repair and/or move-out.

The employee/student is responsible for instructing others on appropriate interactions with the service or assistance animal and setting clear expectations.

**A. Expectation of Members of the University Community**

No member of the general university community should approach an individual with an animal and ask about whether the animal is a service animal or assistance animal. Any person with a concern of an individual with an animal on university-controlled property should direct all questions and concerns to HRL, ODEI, or UMBPD who will discern whether the animal in question may be on campus property.
Members of the university community shall:

- Allow the service animal to accompany its student at all times in all public spaces.
- Allow the service or assistance animal to accompany its student at all times in the student’s residence hall.
- Not feed, touch, or pet the service or assistance animal unless invited to do so.
- Not deliberately startle the service or assistance animal.
- Not separate or to attempt to separate an employee/student from service or assistance animal.
- Not inquire details about the employee/student’s disabilities, which is a private matter.

University community members, including all employees and students, who have medical condition(s) which are affected by animals (e.g., respiratory diseases, asthma, severe allergies) shall contact ODEI or HRL if they have a health or safety related concern about exposure to a service or assistance animal. The University will reasonably accommodate individuals with such medical conditions that require accommodation when working, studying, or living in proximity to service or assistance animals and will seek to resolve any conflict in a timely manner, taking into consideration the conflicting needs and/or accommodations of all persons involved.

Roommates: will be notified about the service or assistance animal. The notification will include the type of animal and size. Roommates retain the right to request a room change from HRL by following the procedures outlined by HRL if they desire to do so.

A. Additional Standards for Residents with Service or Assistance Animals

Students with an assistance animal in residence halls must register their animal with HRL BEFORE bringing the assistance animal into the residence halls. Students will complete an intake form and provide HRL with medical documentation of disability and the nexus relationship of the individual, the disability, and the need for an assistance animal. Upon review of documentation it will be determined if the student is eligible for reasonable accommodations in the residence halls on a case-by-case basis. The student will review and sign the University’s Service Animal or Assistance Animal Agreement.

Further, the student must notify HRL in writing if the assistance animal is no longer needed as an assistance animal or is no longer in residence. To replace an assistance animal, the student must file a new Service Animal or Assistance Animal Agreement.

HRL 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).
**Community Living:** The student is responsible for assuring that the service or assistance 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.

Assistance animals are not permitted in any area on campus other than the student’s on-campus housing and only after signing an approved Service Animal or Assistance Animal Agreement. Assistance animals are only permitted in a student’s room, suite, or apartment and the most direct path to enter and exit the hall as needed. In suites/apartments, the assistance animal is allowed in the suite/apartment living space when accompanied by its handler.

The student's residence may be inspected for pests once per 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 student will be billed for the expense of any treatment above and beyond standard pest management in the residence halls.

Service or assistance animals may not be left overnight in University housing to be cared for by another individual. In addition, service or assistance animals must be taken with the student if they leave campus. In the event that a service or assistance animal is found unattended, efforts will be made to contact the handler. If these efforts are unsuccessful, HRL reserves the right to call Boston Animal Care and Control Services.

The student agrees to continue to abide by all other residential policies. Should a service or assistance animal be removed from university-controlled property for any reason, the student is expected to fulfill their housing obligations for the remainder of the Residence Hall Contract and lease.

**IV. PROCEDURES**

**A. Service Animals for Employees**

A service animal is any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of the handler (an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other cognitive disability).

The work or tasks performed by a service animal must be directly related to the employee’s disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability, helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
Employees With a Service Animal in the Workplace:

1. Employees with disabilities using a service animal are encouraged to register with the Office of Diversity, Equity and Inclusion (ODEI) to ensure equal access to all services, programs and activities on campus.
2. Employees will complete an intake form and provide ODEI with medical documentation of their disability, explaining the nexus of their disability and the tasks the service animal is trained to perform to accommodate the disability.
3. Upon review of documentation it will be determined if the employee is eligible for reasonable accommodations in performing their job duties.
4. The employee will review, initial and sign the University’s Service Animal or Assistance Animal Agreement. ODEI will orient employees to any pertinent campus-wide policies that may relate to the service animal.

B. Service Animals for Students

A service animal is any dog or miniature horse 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 cognitive disability. A service animal may accompany their handler wherever the individual goes.

The work or tasks performed by a service animal must be directly related to the handler’s disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability, helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Students With a Service Animal on Campus:

1. Students with disabilities using a service animal not living in residence halls are encouraged to register with the Ross Center Disability Services (RCDS) to ensure equal access to all services, programs and activities on campus.
2. Students will complete a registration form and provide RCDS with medical documentation of their disability explaining the nexus of their disability and the tasks the service animal is trained to perform to accommodate the disability.
3. Upon review of documentation it will be determined if the student is eligible for reasonable accommodations in the classroom and in the residence halls, if applicable.
4. The student will review, initial and sign the University’s Service Animal or Assistance Animal Agreement. RCDS will orient students to any pertinent campus-wide policies that may relate to the service animal.
Students With a Service Animal in Residence Halls:

1. Students must complete a registration form and provide RCDS with medical documentation of disability and the nexus relationship of the individual, the disability, and the need for an assistance animal if not already completed.
2. Upon review of documentation it will be determined if the student is eligible for reasonable accommodations in the residence halls on a case-by-case basis.
3. The student will review, initial and sign the University’s Service Animal or Assistance Animal Agreement.
4. RCDS will forward to the signed agreement to HRL verifying that the service animal has been approved and can be brought into the resident hall. HRL will confirm that they have received the agreement.
5. RCDS will orient students to any pertinent campus-wide policies that may relate to the service animal.

C. Assistance Animals in Residence Halls

An assistance animal is any animal that provides emotional/therapy support which is documented by a health care provider for an individual with a disability. Assistance animals qualify as an accommodation for emotional/therapy support for some disabilities as the animal has a calming influence and provides affection and stability for well-being, comfort, or companionship in residence halls. Assistance animals are not permitted in any area on campus other than the student’s on-campus housing and only after signing an approved Service Animal or Assistance Animal Agreement. Assistance animals are only permitted in a student’s room, suite, or apartment and the most direct path to enter and exit the hall as needed. In suites/apartments, the assistance animal is allowed in the suite/apartment living space when accompanied by its handler.

Students with an assistance animal in residence halls must follow the process below BEFORE bringing the assistance animal into the residence halls. The student must notify HRL in writing if the assistance animal is no longer needed as an assistance animal or is no longer in residence. To replace an assistance animal, the student must file a new Service Animal or Assistance Animal Agreement.

Assistance animals are not permitted on campus other than the student’s on-campus housing, and only after signing an approved Service Animal or Assistance Animal Agreement. Assistance animals are only permitted in a student’s room, suite, or apartment and the most direct path to enter and exit the hall as needed. In suites/apartments, the assistance animal is allowed in the suite/apartment living space when accompanied by its handler.

HRL may exclude or remove an assistance animal from the residence hall 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).
Students Requesting an Assistance Animal in Residence Halls:

1. Students will complete an intake form and provide HRL with medical documentation of disability and the nexus relationship of the individual, the disability, and the need for an assistance animal.
2. Upon review of documentation it will be determined if the student is eligible for reasonable accommodations in the residence halls on a case-by-case basis.
3. The student will review, initial and sign the University’s Service Animal or Assistance Animal Agreement.
4. The student shall receive an email from HRL verifying that the assistance animal has been approved and can be brought to campus.
5. HRL will orient students to any pertinent campus-wide policies that may relate to the assistance animal.

Oversight Department: Office of Diversity, Equity, and Inclusion (ODEI), Ross Center for Disability Services (RCDS), and Department of Housing and Residential Life (HRL)

Monitoring: ODEI, RCDS, and HRL will monitor to ensure compliance with this policy, in conjunction with the UMass Boston Police Department (UMBPD).

INFORMATION REGARDING SERVICE AND ASSISTANCE ANIMALS IN MASSACHUSETTS:

https://www.mass.gov/service-details/about-service-and-assistance-animals

INFORMATION TO LICENSE YOUR DOG:


TO FIND A LOCAL VETERINARIAN:

https://www.localvets.com/ml2/?v=430291718&u=08D099E98CE0CAD60210818280F807181820EDBBF382FD88B3ED8701&keyword=veterinarians+in&device=c&matchtype=b
Service or Assistance Animal Agreement

First Name: ___________________________ Last Name: ________________________________

Campus ID: ___________________________ Contact Phone: _____________________________

Emergency Contact:______________________________________________________________

Emergency Contact:______________________________________________________________

(Must provide two emergency contacts)

Veterinarian Name & Contact Information: ___________________________________________

Veterinarian License # & State: ____________________________________________________

Animal Type and Breed: __________________________________________________________

Hair Length: ___________________________ Animal Weight: ___________________________

Rabies Tag#: __________________________ Most Recent Rabies Vaccination Date: __________

(Record must be attached)

Spayed or Neutered Date: __________________________________________________________

(Record must be attached. For exceptions to this policy, please contact HRL)

Certificate of Health Date: ______________________________________________________

(Record must be attached)

HRL may place other reasonable conditions or restrictions on the service or assistance animal depending on the nature and characteristics of the animal (if so, it is noted below):

_____________________________________________________________________________

**Reminder**: Please attach the veterinarian’s verification that the animal has all veterinary-recommended vaccinations and spayed/neutered record to maintain the animal’s health and prevent contagious disease. Also include a copy of Massachusetts required animal license (for dogs only). Verification of veterinary-recommended vaccinations for Massachusetts and animal license (for dogs only) must be updated as required by law; and provided to HRL.
I verify, to the best of my knowledge, that all the information provided on this form is correct and I understand the steps I must take in order to have a service or assistance animal on campus.

I have read and agree to all of the terms of the University’s Service Animal or Assistance Animal Policy.

I understand that, should the service or assistance animal be removed from the premises for any reason, I am expected to fulfill my housing/academic/work obligations for the remainder of the Residence Hall Contract and lease for housing or academic semester or employee contract.

I understand that if I have questions, concerns, or need assistance that I will contact HRL or RCDS. I understand that any violation of the above rules may result in immediate removal of the service or assistance animal from the University and the handler will be afforded all the rights and procedures provided by the applicable grievance process.

I agree to continue to abide by all other campus and 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.

I give permission to the Director of HRL or Director of RCDS or their designee to contact my animal’s veterinarian to request additional medical documentation if needed.

Student Signature:_________________________________________ Date: ____________

Approval Signature of HRL or RCDS Staff Member:

Date Materials Submitted to HRL or RCDS Staff:

** All medical documentation will be kept separately and held by The Ross Center for Disabilities Services. RCDS will also maintain a copy of the application.

**All applications and Service Animal or Assistant Animal Agreements will be held by Housing and Residential Life but will not maintain any records of medical documentation.