

**2020-2021 Procedural Guidelines and Agreement
for Maintaining a Service Animal or Emotional Support Animal for Residential Students
at the
University of Maryland, Baltimore County**

Introduction

The following guidelines apply to all students with a disability who are either applying for housing and have one (1) Service Animal (dog) or an approved Emotional Support Animal (ESA) disability accommodation, or are a current residential students with a Service Animal or an approved ESA, and Service Animal handlers if other than the residential student, who live in a UMBC residence hall, apartment, or Walker Avenue Apartments, unless the nature of the documented disability of the residential student precludes adherence to these guidelines and an alternative agreement has been arranged with the Offices of Residential Life and Student Disability Services.

Definitions

Under the Americans with Disabilities Act (ADA) a **Service Animal** is a dog that has been 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 mental disability. The work or tasks performed by a Service Animal must be directly related to the residential student'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, pulling a wheelchair, assisting an individual during a seizure, retrieving essential items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility impairments, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks under Title II and Title III of the ADA and do not meet the definition of a Service Animal.

An **Emotional Support Animal (ESA)**, also referred to as a **Comfort or Therapy Animal**, is a single companion animal that provides emotional support to persons with a disability who have a documented need for such support as determined and prescribed by an appropriately qualified mental health professional. The treating mental health professional certifies that the ESA is necessary to afford the residential student with a disability an equal opportunity to enjoy their residential dwelling by alleviating at least one or more symptoms of the disability. An ESA is not a Service Animal under the ADA. Unlike a Service Animal, an ESA does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times.

A **pet** is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or an ESA, and, therefore, it is not covered by these guidelines and related policies. With the exception of fish in an aquarium 10 gallons or less, pets are not permitted in the residence facilities.

A “**Student Partner**” as referenced in these guidelines refers to the individual who benefits from the Service Animal or ESA’s use.

The term “**Handler**” used within this document refers to the Student Partner of the Service Animal, or any other person who controls the Service Animal, e.g., student’s personal care attendant.

Animal Behavior

1. An ESA may not reside in a University Residence Hall/Apartment until the Office of Student Disability Services (SDS) has approved the ESA as a disability accommodation, the student has submitted all required Residential Life documentation, and receives a formal written approval from Residential Life.
2. A Service Animal or ESA may reside in a University Residence Hall/Apartment with its Student Partner provided that its behavior and care do not create unreasonable disruptions for residents, Residential Life staff, and other University community members. Disruptions, including noise levels, will be addressed by Residential Life staff in the same manner as with all students. Persistent disruptive behavior and/or immediate aggressive behavior may result in removal of the animal.
3. Dangerous, venomous, unvaccinated, unregistered, unlicensed, illegal animals, and/or animals that pose a health risk to the community, such as those known to carry zoonotic diseases, are not permitted.
4. The Service Animal must be under the control its Student Partner or Handler at all times while on University property, including within the University Residence Halls/Apartment. It is expected that the Service Animal will be controlled by a leash or harness at all times while on or in University property, unless performance of the Service Animal work or tasks related to the Student Partner's disability, require the Service Animal to be off-leash/harness.
5. The ESA must be under the control of its Student Partner at all times while on University property, including within the University Residence Halls/Apartment. It is expected that the ESA will be controlled by a leash or harness at all times while on or in University property.
6. The Service Animal or ESA may be off-leash/harness within the confines of the Student Partner's bedroom, but must remain under the control of the Student Partner and must be leashed/harnessed outside of the bedroom, or if a roommate(s)/apartmentmate(s) requests leashing/harnessing.
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8. When the Service Animal or ESA is unattended, it must remain caged or crated in the Student Partner's bedroom.

9. The University may exclude/remove a Service Animal or ESA when it 1) poses a direct threat to the health or safety of others, 2) results in a fundamental alteration of a University program, or 3) is abandoned or neglected by the Student Partner. If emergency contacts cannot be reached to retrieve the Service Animal or ESA, then Animal Control will be contacted to remove the Service Animal or ESA from campus property, at the Student Partner's expense.

Animal Health and Well-Being

1. All Service Animal or ESAs must have all veterinarian-recommended vaccinations to maintain the animal's health and prevent contagious diseases. Student Partners are expected to submit documentation of vaccinations prior to their move-in day for the Fall semester and/or Spring semester(s) as part of the housing license process and with each annual review. The University reserves the right to request an updated verification at any time during the animal's residency. **To ensure residential community health and safety, Service Animals and ESAs will not be allowed to live in on-campus housing until the appropriate vaccine cycles have fully been administered and activated, including rabies (for cats and dogs).** Student Handlers are encouraged to check with their veterinarian regarding the time span related to vaccine cycles and activation as they vary per species and age.
2. All Service Animals and ESAs are required to be licensed in compliance with Maryland and Baltimore County laws. Baltimore County requires service animals to be registered and tagged to be recognized in the County. **Licensing is processed through their Department of Permits and Development:** <https://www.baltimorecountymd.gov/Agencies/animalservices/licensing.html>
3. All dogs and cats that are three months of age or older and kept in Baltimore County for longer than 30 days per year must be licensed annually. The owner must provide proof of a current rabies vaccination when applying for the license.
4. All Service Animal or ESAs, if taken outside the residence, must wear identification tags with a campus address, a Baltimore County rabies tag, and, if applicable, additional vaccination information.
5. The University may prohibit the use of a Service Animal in certain locations due to health and safety restrictions (e.g. where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following areas: custodial closets, boiler rooms, facility equipment rooms, utility rooms, research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, motor pools, and rooms with heavy machinery and areas outlined in Maryland law as being inaccessible to animals. Service Animals are prohibited from kitchens and food-preparation areas (this does not include public dining areas) except those in apartments and other University

residential facilities. ESAs are restricted from all areas of campus except the University Residence Hall/Apartment assigned to its Student Partner, and outdoor areas where the ESA relieves itself.

6. An ill Service Animal or ESA may be removed from University facilities or campus, upon notice to its Student Partner and/or Handler, as applicable.

Animal Cleanliness

1. Student Partners and Handlers are responsible for properly containing and disposing of the Service Animal or ESA's solid waste (e.g. feces).
 - a. Indoor waste, and/or used litter, must be disposed of in an outside trash dumpster. Litter boxes may be placed on mats to minimize contamination of carpeted surfaces.
 - b. Outdoor waste must be immediately retrieved by the Student Partner or Handler, placed in a plastic bag and securely tied before being disposed of in an outside trash dumpster.
2. Student Partners are responsible for feeding and watering the Service Animal or ESA within the confines of their bedroom.
3. Service Animal or ESA food should be kept in a closed container within the Student Partner's bedroom.
4. If the Service Animal or ESA vomits, urinates, leaves solid waste, and/or becomes incontinent, it is the responsibility of the Student Partner or Handler to make sure the contaminated area is cleaned up immediately. If the contamination occurs indoors, clean-up must include disinfectant of the area and carpet or floor treatment to minimize damage to the facility.
5. Bathing or cleaning of a Service Animal or ESA is expected to avoid significant odors and/or to manage the shedding of fur/hair. Student Partners or Handlers may not use human showers/tubs within the University residential community to bathe or clean their Service Animal or ESA.
6. Student Partners are responsible for taking effective precautions to avoid flea and tick infestations. If the Service Animal or ESA is found to have fleas or ticks, the Student Partner will be responsible for eliminating the fur coat infestation and laundering all pet bedding, and personal affects. The University will identify an approved contractor for the treatment of the facility. The Student Partner will be billed, as are all students, for the expense of any required pest management due to the actions or negligence of the Student Partner.

Student Partner Responsibilities

1. The Student Partner must provide the Office of Residential Life with a completed “Service Animal/ESA Registration Form,” attach a copy of the Baltimore County Registration, colored photo of their animal, and Veterinarian’s Verification that the animal has all veterinary-recommended vaccinations and that those vaccinations have been fully administered and activated to maintain the animal’s health and prevent contagious disease.
2. Unlike an ESA, a Service Animal is not required to be registered or approved through the Office of Student Disability Services (SDS), however any animal living in a University Residence Hall/Apartment must be registered with Residential Life.
3. The Student Partner is responsible for assuring that the Service Animals or ESA does not interfere with the routine activities of the University and residence or cause difficulties for students who reside there. Sensitivity to residents, staff and faculty with allergies, and to those who fear animals, is an important consideration for the Student Partner and Handler in order to ensure a community environment that supports the individual needs of all who reside or work at the University. When a Student Partner or Handler is informed of a person with a medical condition that is affected by the Service Animal or ESA, the Student Partner or Handler will refer the affected person to Residential Life or Student Disability Services if they have a health or safety concern about exposure to the Service Animal or ESA. The Office of Student Disability Services will meet with the concerned student to determine the presence of a disability and whether there is a need for accommodation. Any change in housing assignment that is necessary due to disability will be coordinated in conjunction with SDS, Residential Life, and the impacted students and is subject to space availability.
4. The Student Partner is financially responsible for the actions of the Service Animals or ESA including bodily injury or property damage, beyond ordinary wear and tear, including, but not limited to, any replacement or treatment of furniture, carpet, drapes, or wall covering. The Student Partner is expected to reimburse these costs upon repair and/or move-out. If a repair is made prior to move-out, charges will be posted to the student’s myUMBC account for payment.
5. The Student Partner is responsible, as are all students, for any expenses that are required due to costs incurred for cleaning or repair which is not considered ordinary wear and tear.
6. If fleas, ticks or other pests are detected within the residence, students will be notified and it will be treated using approved fumigation methods by a university-approved pest control service. The Student Partner will be billed, as are all students, for the expense of any required pest management due to the actions or negligence of the Student Partner.
7. The Student Partner agrees, as all students do, to continue to abide by all other Residential Life policies. Having a Service Animal or ESA does not preclude the Student

Partner from following all other guidelines found in The UMBC Residential Rights & Responsibilities guide and the UMBC Code of Student Conduct.

8. In the event that a Student Partner is unable to care for their Service Animal or ESA, due to extended travel and/or illness, they should make off-campus arrangements for the care of their animal. UMBC roommate(s) and other residential students are not eligible to care for a Service Animal or ESA for extended periods.
9. In the event that is a Student Partner is relocated to quarantine and isolation housing, due to potential exposure to **COVID-19**, they are permitted to bring their animal with them. However, students should take precautions to ensure that care of the animal does not interfere with the established Quarantine & Isolation guidelines. In the event that the Student Partner is unable to appropriately care for their Service Animal or ESA during their quarantine and/or isolation period, they should make off-campus arrangements for the care of their animal.
10. Any violation of the above rules and guidelines will be reviewed by Residential Life. The student will be afforded appropriate due process within this review.
11. Should the Service Animal or ESA be disqualified or removed from the premises for any reason, the Student Partner will remain responsible for the terms and conditions of the Housing License for the remainder of the term of the License.

By my signature below, I verify that I have read, understand and will abide by the Guidelines outlined here.

Resident Student Partner Signature

Date

Director of Residential Life or Designee

Date

**UMBC OFFICE OF RESIDENTIAL LIFE SERVICE ANIMAL OR ESA
REGISTRATION FORM**

Please complete this form and submit it to Residential Life a minimum of 60 days prior to move-in day each semester in which the Service Animal or ESA will arrive to campus. A new form must be completed any changes in the information about your Service Animal or ESA occur.

Provide the following documentation with this form:

- Color photograph of the animal
- Copy of Baltimore County License:
<https://www.baltimorecountymd.gov/Agencies/animalservices/licensing.html>
- Verification of Health Records
- Copy of Training Certificate (optional)

Student's Name

Student's Campus ID

Student's Permanent Address

Student's Home Phone

Student's Campus Address

Student's Campus Email

Student's Cell Phone

Emergency Contact's Name

Emergency Contact's Phone Number

Service Animal/ESA's Name

Species of Animal and Breed

Description of the Animal

Photo may be attached or included.

Is the Service Animal/ESA current on veterinary –recommended vaccinations?

- YES**, date of most recent vaccinations:
 - NO**, explain:
-

Has the Service Animal/ESA ever bitten or shown aggression toward people?

- YES**
 - NO**
-

Personal Attendant or Handler Agreement for Service Animals Only (Optional)

By my signature below, I agree to provide personal attendant support for the Student Partner of the Service Animal approved by this agreement and abide by the conditions set forth above. Should I have any concerns regarding the care and control of the Service Animal, I will discuss my concerns with the Student Partner and then with Residential Life, if the Student Partner and I cannot come to an agreement.

Signature

Name (Printed)

Address

Phone Number

Relationship to Student

VETERINARIAN VERIFICATION FORM

Please attach the Veterinarian's Verification that the Service Animal/ESA has all Veterinary recommended vaccinations and that those vaccinations have been fully administered and activated to maintain the Service Animal/ESA's health and prevent contagious disease.

Veterinarian's Name and/or Clinic Name _____

Address _____

City State Zip _____

Phone Number and Fax _____

Service Animal/ESA Information

Owner's Name: _____

Service Animal/ESA's Name, Animal Species and Breed: _____

Sex _____ Spayed/Neutered _____

Please check all that apply:

Canine Vaccinations

- DHLPP + C (Distemper, Hepatitis, Leptospirosis, Parvovirus, Parainfluenza, Corona)
- Bordatella
- Rabies

Feline Vaccinations

- FVRCP (Panleukopenia, Rhinotracheitis, Calicivirus, Chlamydia)
- FeLV (Feline Leukemia)
- Bordatella
- Rabies

Species Specific Required Vaccinations

By my signature below, I agree:

- I verify the above-mentioned animal has all current vaccinations as required and that those vaccinations have been fully administered and activated.
- I verify that all the above vaccinations will remain current through one year.
- I verify that the above-mentioned animal has been given a stool sample test for internal parasites.
- I verify that the above animal is in general good health.

Veterinarian Signature _____ **Date** _____

CHECKLIST

DATE COMPLETED
OFFICE USE ONLY

- Student Disability Services Accommodation Letter Received (ESA Only) _____
- Residential Life Intake Meeting Scheduled _____
- Residential Life Intake Meeting
 - Reviewed Procedural Guidelines and Agreement _____
 - Discussed required documentation and checklist _____
- Residential Life Documentation Received
 - Signed Procedural Guidelines and Agreement _____
 - UMBC Office of Residential Life Service Animal or ESA Registration Form _____
 - Veterinarian Verification Form _____
 - Photograph of animal _____
- Animal introduced to Residential Life Staff Member _____
- Formal approval letter sent to Resident _____
- Notification sent to Community Director and Suitemates _____