



# Assistance Animal Guidelines and Agreement

## Department of Resident Life, University of Maryland

### Introduction

The Department of Resident Life is committed to assisting students with disabilities who choose to live on our residence halls. These guidelines have been set forth to provide for the care of the individual student, the welfare of the Assistance Animal, and the concern for all residents in our halls. While pets are prohibited in residence halls, our staff will review requests for the use of an Assistance Animal by students with documented disabilities and will make decisions regarding reasonable accommodations on a case by case basis. Any student making a request for an Assistance Animal should review the following guidelines carefully.

These guidelines apply to any “student partner” or “handler” (if the handler is different than the student partner). In order to be considered for an accommodation for an Assistance Animal, students living in residence halls at the University of Maryland must first register with and receive a recommendation for accommodation from the Office of Accessibility and Disability Services and complete all preliminary required documents. The Department of Resident Life will review all requests and make a final determination to approve or deny the accommodation. Assistance Animals may vary and be from different species which may affect the living arrangements and final determination reached by the Department of Resident Life. The Department of Residential Facilities staff will assist Resident Life in determining the proper care and sanitation needs unique to each species. Assistance Animals are not permitted in the residence halls until official written approval has been given from the Department of Resident Life and a formal date for the accommodation is established. Accommodations would normally be for the course of the academic year and need to be renewed annually, or at any point where the accommodation request is changed or a new assignment is given for the Student Partner.

### Definitions

**Assistance Animals:** According to the [U.S. Department of Housing and Urban Development \(HUD\)](#), an Assistance Animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. Under both the Fair Housing Act and Section 504 of the Rehabilitation act of 1973, persons with disabilities may request reasonable accommodation for any Assistance Animal, including an emotional support animal.

**Pet:** A “pet” is an animal kept for ordinary use and companionship. A pet is not considered an Assistance Animal, and, therefore, it is not covered by these guidelines and related policies. Residents are not permitted to keep pets on university property or in university housing (with the exception of fish in up to a 10 gallon or less aquarium).

**Student Partner:** A “Student Partner” as referenced in these guidelines refers to the individual who benefits from the Assistance Animal’s use and training.

**Handler:** The term “Handler” used within this document refers to the Student Partner of the Assistance Animal as well as any other person who is in control of the Assistance Animal, (e.g., a guest or personal attendant).

## **Animal Control and Behavior**

1. An Assistance Animal may reside in the residence halls at the University of Maryland with its Student Partner after necessary registration and recommendation of the Office of Accessibility and Disability Services and upon approval by the Department of Resident Life. In addition, the animal’s behavior and care must not create sanitation issues or unreasonable disruptions for residents, staff in the Departments of Resident Life and Residential Facilities, or other university community members. Disruptions, including noise levels, will be addressed by staff members in the same manner as with all students. The University of Maryland and the Departments of Resident Life and Residential Facilities are not responsible for the care and well-being of the Assistance Animal. Responsibility for the care, well-being and safety of the Assistance Animal rests fully with the Student Partner and/or Handler.
2. Dangerous, poisonous, unregistered, unlicensed, and/or illegal animals are not permitted.
3. This document cannot cover all aspects for the care and control for Assistance Animals that could include a small common household pet. Examples include dog, cat, small bird, rabbit, hamster, gerbil, “other rodents,” fish and turtle. It may be generally understood that Assistance Animals such as cats and dogs may need more care and quarters than birds, hamsters, gerbils, fish and turtle. Each request for an Assistance Animals will be individually reviewed to arrive at the best care and sanitation requirement to be provided by the Student Partner. The following general guidance is offered.
  - a. The Assistance Animal must be under the control of the Student Partner or Handler at all times while on University property, unless performance of the Assistance Animal's work or tasks related to the Student Partner's disability require the Assistance Animal to be off-leash/harness. It is the sole responsibility of the Student Partner or Handler to maintain control of the Assistance Animal at all times on University property.
  - b. Assistance Animals not normally leashed (e.g., birds, hamsters, gerbils, fish and turtle) that are maintained in enclosures (e.g., cages, tanks, habitats, etc.) must generally remain within their respective enclosure to minimize sanitation issues. Assistance Animal may be off-leash/harness or outside of the enclosures within the confines of the Student Partner's privately assigned living space (i.e., bedroom or suite/apartment), but must remain under the control of the Student Partner or Handler (i.e., leashed, caged, in the habitat, etc.) if a roommate(s)/apartment-mate(s), suite-mate(s) requests control of the animal.
  - c. Unless the Assistance Animal is leashed or within its enclosure, the door from the privately assigned living space to the shared hallway/stairwell corridor must be closed at all times to assure the animal cannot enter the building’s public area and other living spaces.

- d. When transported outside of the privately assigned living space, the Assistance Animal must be in an animal carrier/enclosure or controlled by a leash or harness.
4. The University in its sole discretion may exclude/remove an Assistance Animal or take other appropriate action when the Assistance Animal a) poses a direct threat to the health or safety of others, b) causes unreasonable disruption, or c) results in a fundamental alteration of a University program.

## **Animal Health and Well-Being**

1. Assistance Animals must have all veterinarian-recommended vaccinations to maintain the animal's health and prevent contagious diseases and, for dogs/cats/ferrets, are inoculated against rabies as required by Prince George's County Animal Control Division. Student Partners are expected to submit documentation of vaccinations before the animal is permitted to enter the residence halls and must submit an updated version annually while residing on in the residence halls. The Department of Resident Life reserves the right to request an updated verification at any time during the animal's residency.

Assistance Animals that are ferrets, dogs or cats are required to be licensed and in compliance with Maryland and Prince George's County laws. A Prince George's County animal license must be obtained, kept current, and must also be submitted before the animal is permitted to enter residence halls. Licensing is processed through Prince George's County's Department of Permits. All dogs, cats and ferrets that are four months of age or older and kept in Prince George's County for longer than 30 days must be licensed annually. Fees for the licenses are on the Prince George's County website.

Student Partners are expected to abide by all county and state laws and requirements concerning humane treatment of the Assistance Animal.

2. Assistance Animals, if taken outside the privately assigned living space, must wear identification tags with a campus address, a Prince George's County rabies tag and, if applicable, additional vaccination information.
3. Student Partners/Handlers are responsible for feeding and watering the Assistance Animal within the confines of the student's bedroom. Water and food dishes and litter boxes must be placed on mats to minimize unintended contamination of carpeted surfaces within the living unit. These mats are recommended for living spaces with vinyl floors.
4. Assistance Animal food should be kept in a closed container within the Student Partner's bedroom.
5. Assistance Animals that are ill may not be taken into public areas, including lounges, lobbies and study rooms except as may be necessary to enter and exit the residence hall. A person with an ill animal may be asked to leave University facilities or remove the animal from campus.
6. In the event that the Assistance Animal becomes lost or stolen, the Student Partner should contact the Department of Resident Life and the Department of Public Safety, University Police immediately.

7. Should the Student Partner opt to no longer maintain the Assistance Animal in residence halls, the Department of Resident Life should be notified immediately.
8. As part of our life safety program requirements, unannounced semester fire drills are scheduled to test building systems and resident compliance with building evacuation expectation. All students present at the time of a fire drill are required to leave the building until the drill is over.
  - a. The Student Partner need be mindful that fire alarms will ring for an extended period of time often in excess of five minutes as part of the drill.
  - b. As no advanced warning is provided, be aware of how the continuous alarm may affect your Assistance Animal left alone in your living space.
9. While it is expected that the Student Partner may be away from the private living space and his/her Assistance Animal for hours at a time, the Student Partner must provide for any extended care requirements for the Assistance Animal based on each animal species' physical and dietary needs. The Student Partner may not leave unattended for any extended period an Assistance Animal beyond its unique physical and dietary needs without the assistance of a Handler who has agreed to its care. The Assistance Animal is not permitted to stay in residence halls that are closed over break periods.
  - a. The Assistance Animal may not be transferred to another residence hall living space not covered by the original Student Partner's agreement with Resident Life.
  - b. The Student Partner needs to arrange with Resident Life for an exception to permit the use of the Student partner's room key by the Student Handler.

## **Animal Cleanliness and Building Sanitation Requirements**

1. The Student Partner agrees to stock and maintain the necessary materials and equipment needed for Assistance Animal and the proper care of the living space.
2. Student Partners/Handlers are responsible for properly containing and disposing of the Assistance Animal's waste, which will necessitate different handling precautions and responsibilities based on the animal species (e.g. feces in or not in cat litter, bird droppings, soiled wood shavings, et al.).
  - a. Indoor Assistance Animal waste, used litter, wood shavings, etc. must be disposed of in a sealed plastic bag. Used litter should be disposed of daily, placed in a plastic bag and securely tied before being disposed of in an outside trash dumpster as animal waste may not be deposited in hallway, lounge or bathroom trash containers. Animal waste, litter, shavings, et al. may not be flushed down toilets or urinals.
  - b. All outdoor Assistance Animal solid waste must be immediately retrieved by the Student Partner/Handler, placed in a plastic bag, and securely tied before being disposed of in an outside trash dumpster. This material may not be placed in the small site trash containers found along walkways and at seating areas.

3. The University requires that fur-bearing Assistance Animals not be permitted on upholstered student furniture in public or private living areas. Upholstered furniture within the privately assigned bedroom with properly-fitted slip covers may be used.
4. Regardless of animal species, indoor urine and/or solid waste within the private living space or elsewhere in the building and on the way to the exterior, must be retrieved immediately and the affected surfaces cleaned by the Student Partner with an appropriate disinfectant.
  - a. If the Assistance Animal vomits or becomes incontinent, it is the responsibility of the Student Partner/Handler to make sure the contaminated area is cleaned up immediately.
  - b. In unusual circumstances where proper cleaning cannot be achieved by the Student Partner/Handler, the Student Partner/Handler should immediately notify the Department of Residential Facilities Service Center (301-314-9675). The Student Partner will be responsible for the costs associated with any subsequent clean-up to include disinfecting of the area and carpet or floor treatment performed by the Department of Residential Facilities and/or its contractor to minimize damage to the facility.
5. Student Partners agree to weekly cleaning or as needed of the private living spaces to minimize the accumulation of animal fur/dander from their fur-bearing Assistance Animals. The Student Partner must provide the equipment needed to sweep and/or vacuum their living space to minimize the accumulation of allergens within the private and community living spaces.
6. Depending on the species, bathing or cleaning of an Assistance Animal is expected to avoid significant odors, to minimize the release of allergens, and manage shedding. Student Partners/Handlers may not use any of the sinks, showers and tubs within student hallway bathrooms or within private bathrooms/kitchens in suites and apartment in residence halls, or public bathrooms/kitchens in other University property.
  - a. Service sinks found in residence hall laundry rooms may be used for animal care and/or enclosure/habitat cleaning. The Student Partner must also thoroughly clean and disinfect the laundry service sink when finished after each use.
  - b. Resident Life and Residential Facilities will work with the Student Partner to determine a suitable location for bathing the Assistance animal should the laundry room service sink not prove practical. Not all buildings may have these facilities, so the closest location will be determined.
7. Student Partners/Handlers are responsible for taking effective precautions to avoid flea and tick infestations. If the Assistance Animal is found to have fleas or ticks, the Student Partner is required to immediately notify the Department of Residential Facilities Service Center (301-314-9675). The Student Partner will be responsible for eliminating the fur coat infestation, laundering all animal bedding, and will be responsible for costs associated with treating carpet and upholstery in the Student Partner privately assigned living space and adjacent bedrooms, in and entire suite or apartment living unit(s), or other common areas of the residence halls as may be necessary to eliminate the infestation.

8. Due to the prevalence of pet allergies in the general population and based on the animal species, the University may expect the Student Partner to perform additional thorough cleaning of the private living space upon their departure from campus housing whenever they leave at the end of their academic term. Additional cleaning may include damp mopping vinyl floors, wiping down furnishing surfaces frequently contacted by the Assistance Animal, or other areas based on the animal.
  - a. The Assistant Director, Building Services from Residential Facilities will assist Resident Life staff at checkout of the Student Partner to inspect and assess the cleanliness of the living area and determine whether additional cleaning at the Student Partner's expense will be required to prepare the space(s) for the next occupancy by summer guests or academic year residents.
  - b. In instances where a Student Partner has failed to maintain proper cleaning and sanitation of their living space and more extensive restoration may be needed (i.e., carpet replacement due to stains/odors, repainting, etc.), those costs may be identified at or shortly after residence hall checkout and will be the responsibility of the Student Partner.

## **Student Partner Responsibilities**

1. The Student Partner must provide the Department of Resident Life with a completed Assistance Animal Request Form and the Veterinarian's Verification that the animal has all current veterinary-recommended vaccinations to maintain the animal's health and prevent contagious disease.
2. The Department of Resident Life will notify appropriate University staff and students of the location of the Assistance Animal and the Student Partner and the description of the animal in order to ensure awareness, sensitivity and support in emergency situations and for general informational purposes.
3. The Student Partner is responsible for assuring that the Assistance Animal does not interfere with the routine activities of the University and/or residence hall 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/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/Handler is informed of a person with a medical condition that is affected by the Assistance Animal, s/he will refer him/her to the Department of Resident Life if they have a health or safety concern about exposure to the Assistance Animal. Resident Life will communicate with the concerned student to determine whether the condition is disabling and whether there is a need for accommodation.
4. The Student Partner is financially responsible for the actions of the Assistance Animal including bodily injury or property damage, beyond ordinary wear and tear, including, but not limited to, replacement of furniture, carpet or floor tile, dry wall or wall covering, and closet or room doors. Charges for any needed repairs or replacement will be posted to the student's University account for payment.
5. The Student Partner will inform the Department of Residential Facilities of the presence of an Assistance Animal when a service request is submitted via the 24-hour Department of

Residential Facilities Service Center (301-314-9675) in order to alert responding staff. The Student Partner/Handler must be present when Residential Facilities staff enters the room to complete any routine, non-emergency service requests for the space. Students can ask for an appointment for this type of service by calling the Department of Residential Facilities Service Center (301-314-9675). Residential Facilities staff will enter the space without the Student Partner/Handler being present in the event of an emergency.

- a. Should University staff respond to a non-emergency service request and upon room entry not find the Student Partner present but discover the Assistance Animal, the staff member will immediately leave the space and lock the door. The Student Partner will be notified that service was not provided and that a date/time must be arranged when the student can be present. Exceptions may be made or arranged based on the species of the Assistance Animal that is kept secured within an enclosure not affecting the area where the service is requested.
6. If fleas, ticks or other pests are detected within the residence hall, the affected area(s) will be treated using approved methods by the Department of Residential Facilities and/or contracted pest control service secured by the University. The Student Partner will be billed, as all students are, for the expense of any required pest management due to the action, inaction or negligence of the Student Partner.
7. To be a roommate of the Student Partner, the roommate must agree to allow the Assistance Animal to be in residence with them, and sign a Statement of Understanding to acknowledge that they will be living with an Assistance Animal. In the event that a roommate or suitemate/apartment-mate does not want to, or cannot, live with the Assistance Animal in the shared residential unit, the Student Partner and roommate will work with the Department of Resident Life to find options for addressing the accommodation.
8. The Student Partner agrees to continue to abide by all other University and Resident Life policies. Having an Assistance Animal does not preclude the Student Partner from following all other guidelines found in their Residence Hall and Dining Services Agreement, as well as the Community Living Handbook, Code of Student Conduct or any other policy.
9. Any alleged violations of residence halls rules and policies will be reviewed as described in the Rights & Responsibilities section of the Department of Resident Life's *Community Living* handbook.
10. Should the Assistance Animal be disqualified or removed from the premises for any reason, the Student Partner will remain responsible for the Residence Halls/Dining Services Agreement for the remainder of the academic year.

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

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Resident Student Partner Signature

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Date

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Director of Resident Life or Designee

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Date

Accommodation Start Date

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Date