

COMFORT ANIMAL POLICY FOR EMMANUEL COLLEGE HOUSING

Emmanuel College's Comfort Animal Policy ensures that people with disabilities whose disabilities require the use of a Comfort Animal as a reasonable accommodation in campus housing receive the benefit of the work or tasks performed by such animals or the therapeutic support they provide. A "Comfort Animal" is an 1) animal that works, provides comfort, or performs tasks for the benefit of a person with a disability, or 2) an animal that provides emotional support which alleviates 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. Other Comfort Animals are trained by the owners. In some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed as a reasonable accommodation by the person with the disability. Unlike a service animal, a Comfort Animal 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. Comfort Animals may be considered for access to College housing. However, they are not permitted in other areas of the College (e.g. library, academic buildings, classrooms, labs, student center, etc.).

This policy governs the use of Comfort Animals in College housing.

Section I: Procedures for Requesting to Have a Comfort Animal in College housing

Comfort Animals may not be brought into College housing without the express approval of College officials. A person requesting permission to keep a Comfort Animal in College housing must make a formal request to the Director of Disability Services & Section 504 Coordinator (DDS), who will provide the requisite forms and inform the person of the documentation that must accompany the request. Requests for Comfort Animals to be placed in student housing at the start of the school year must be made by July 1.

Documentation of the need for a Comfort Animal should follow guidelines for documentation of a disability and should generally include the following information.

- a. Verification of the individual's disability from a licensed health care practitioner (limited to a psychiatrist, physician whose practice includes mental health conditions, or clinical psychologist with a Ph.D. degree) who has the ability to diagnose that condition,
- b. Statement on how the animal serves as an accommodation for the verified disability, and
- c. Statement on how the need for the animal relates to the ability of the resident/student or live-in family member to use and enjoy the living arrangements provided by the College.
- d. Current documentation of items requested in a., b., and c.

Even if the above documentation is satisfactorily provided, a request may be denied if (1) the specific Comfort Animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific Comfort Animal in question would cause substantial physical damage to the property of others

that cannot be reduced or eliminated by another reasonable accommodation. A determination that a Comfort Animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others will be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct.

The DDS will review the documentation and, if the documentation meets all required guidelines, the DDS will approve the request. The DDS will meet with the student to complete the required paperwork. The DDS will notify the appropriate contact person at the office of the Vice President for Student Development (VPSD) and inform that person of the approval. The housing staff will meet with the student to review all policies and procedures regarding College housing.

A student whose request for a Comfort Animal through this process is not granted will have the opportunity to appeal such a decision. The student may submit a grievance through the DDS.

Upon approval of a Comfort Animal through the DDS, residential building staff will be notified as appropriate.

Upon approval of a Comfort Animal, the student's roommate(s) or suitemate(s) will be notified by College housing staff (if applicable) to solicit their acknowledgement of the approval and notify them that the Comfort Animal will be residing in shared assigned living space.

Section II. Conflicting Health Conditions

Housing personnel will make a reasonable effort to notify tenants in the residence building where the Comfort Animal will be located. Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the DDS if they have a health or safety related concern about exposure to a Comfort Animal. The College is prepared to also reasonably accommodate individuals with such medical conditions that require accommodation when living in proximity to a Comfort Animal after receipt of the appropriate documentation that meets disability guidelines.

DDS will resolve conflicts in a timely manner, to the best of their ability. Staff members will consider the conflicting needs and/or accommodations of all persons involved. DDS staff may use the College as a resource for information on health issues. The student may submit a formal grievance to the DDS if they feel their rights have been violated. The grievance process can be found in the Student Handbook.

Section III. Owner's Responsibilities in College housing

1. The owner of the Comfort Animal is required to maintain control of the Comfort Animal at all times. The owner is responsible for assuring that the Comfort Animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there.
2. The owner of the Comfort Animal is financially responsible for the actions of the Comfort Animal including bodily injury or property damage. The owner's responsibility covers but is not limited to replacement of furniture, carpet, window, wall covering, and the like. The owner is expected to cover these costs at the time of repair and/or at the time of the owner moves out.

3. The owner of the Comfort Animal is responsible for ensuring the cleanup of the Comfort Animal's waste and, when appropriate, must toilet the animal in areas designated by the College consistent with the reasonable capacity of the owner. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and be securely tied up before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces.
4. The owner of the Comfort Animal is responsible for any expenses incurred for cleaning above and beyond a standard cleaning or for repairs to College premises that are assessed after the student and Comfort Animal vacate the residence. The College shall have the right to bill the account of the owner for unmet obligations. These expenses for cleaning are the same expenses for cleaning above and beyond a standard cleaning or for repairs to College premises that would be charged other students without Comfort Animals.
5. The owner of the Comfort Animal must notify DDS in writing if the Comfort Animal is no longer needed or is no longer in the residence.
6. The residence of the owner of the Comfort Animal may be inspected for fleas, ticks or other pests once each quarter or as needed. The applicable housing office for the residence hall will schedule the inspection. If fleas, ticks, or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a College-approved pest control service. The owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls.
7. All roommates or suitemates of the owner must sign an agreement allowing the Comfort Animal to be in residence with them. In the event that one or more roommates or suitemates do not approve, either the owner and animal or the non-approving roommates or suitemates, as determined by the appropriate Housing office for the residence location, may be moved to a different location.
8. When outside the residence, the owner of a Comfort Animal shall carry proof that the animal has been approved by the DDS.
9. Comfort Animals may not be left overnight in College housing to be cared for by another student. Comfort Animals must be taken with the owner if the owner leaves campus for a prolonged period.
10. DDS may assign students with a Comfort Animal to certain rooms that have been prepared to accommodate such animals. DRL has the ability to relocate the owner and his/her Comfort Animal as necessary according to current contractual agreements.
11. Should the Comfort Animal be removed from the premises for any reason, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.
12. In accordance with local ordinances and regulations, the owner of the Comfort Animal must ensure that the animal is immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Although not

mandated, cats should have the normal shots required for a healthy animal. Local licensing requirements are followed.

13. The owner of a Comfort Animal must ensure that the animal has an annual clean bill of health from a licensed veterinarian. Documentation can be a vaccination certificate for the animal or a veterinarian's statement regarding the animal's health. The College has authority to direct that the animal receive veterinary attention. (Local licensing law is followed.)

14. Emmanuel College reserves the right to request documentation showing that the animal has been licensed, if applicable (e.g., some counties in Georgia require dogs to be licensed).

15. The owner of the Comfort Animal must ensure that the animal is harnessed, leashed, tethered, or otherwise contained, unless these devices interfere with the Comfort Animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

16. The owner of a Comfort Animal at all times agrees to comply with Owner's Responsibilities in College housing. Failure to do so may also result in the College excluding or removing the Comfort Animal.

17. Any violation of the above rules may result in immediate removal of the Comfort Animal from the College and may be reviewed through the office of student conduct where the owner will be afforded all rights of due process and appeal as outlined in that process.

18. DDS may place other reasonable conditions or restrictions on the owner's use of a Comfort Animal in order not to interfere with the safety or living conditions of others.

Section IV. Guidelines for Maintaining a Comfort Animal at Emmanuel College

A. Removal of a Comfort Animal

The College may exclude/remove a Comfort Animal when 1) the Comfort Animal poses a direct threat to the health or safety of others, or 2) the Comfort Animal or its presence creates an unmanageable disturbance or interference with the Emmanuel College community.

B. Damage

Owners of comfort animals are solely responsible to any damage to persons or College property caused by their animals.

C. Areas Off Limits to Comfort Animals

An owner with a Comfort Animal is allowed in all areas of College housing where persons are normally allowed to go, unless doing so would impose an undue financial and administrative burden or would fundamentally alter the nature of the College's services. Comfort Animals are not permitted in other areas of the College (e.g. library, academic buildings, classrooms, labs, student center, etc.).

All areas, except for privately assigned living space in housing, are off limits to approved Comfort Animals without prior authorization from DDS, except when the Comfort Animal is being transported to and from the privately assigned living space or is being taken to use the bathroom.

D. Identification

The owner must register the Comfort Animal by completing the Comfort Animal Registration form included in this policy. The owner of a Comfort Animal must carry and be able to produce the Emmanuel College owner identification card while on campus or any Emmanuel College facility. If an owner obtains a new/different Comfort Animal to be used under the provisions of this procedure the new/different Comfort Animal must be registered and approved. A new Emmanuel College owner identification card will be created.

By my signature below, I verify that I have read, understand, and will abide by the Guidelines outlined here. I agree to provide the additional information required by the Comfort Animal Registration Form. I also agree that the representative from Residence Life may provide this Addendum and the Comfort Animal Registration Form to the appropriate contact person at VPSD and that the representative may inform that person of the approval of the request for use of a Comfort Animal in College housing.

Resident Owner Signature

Date

Approved by:

Director of Student Life

Date

COMFORT ANIMAL REGISTRATION FORM

Owner's Name: _____

Owner's ID: _____

Phone #: (_____) _____ - _____

Address: _____

City: _____ State: _____ Zip Code: _____

Animal's Name: _____

Type of Animal

Dog: _____ Color: _____ Breed: _____

Cat: _____ Color: _____ Breed: _____

Other: _____ Type: _____ Color: _____ Breed: _____

Physical Description of Animal (please include a photograph of the animal):

Alternate Caregiver for Animal if Owner is Unavailable:

Name: _____

Address: _____

Phone Number: _____

Please attach the Veterinarian's verification that the animal has all Veterinary-recommended vaccinations to maintain the animal's health and prevent contagious disease. Also, include a copy of Georgia's required animal license (for dogs only).

