



## **Service and Assistance Animal Policy**

### **Section I. Definitions**

#### **A. Service Animal**

“Service animal” is defined by the Americans with Disabilities Act, as amended (ADA), as any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with disability, including, but not limited to: guiding individuals with impaired vision; altering individuals with impaired hearing to intruders or sounds; providing minimal protection or rescue work; pulling wheelchair; or fetching dropped items. (28 Code of federal Regulations (CFR) Part 26, Subpart A – General, 36.104 Definitions).

Student requests for disability accommodations, including requests to have a service animal accompany a student on campus, in classrooms and in SUNY Maritime’s housing facilities, are determined by the Dean of Students and/or the Office of Accommodations. Student can reach the Office of Accommodations at 718-409-7348.

A service animal may be removed from a Maritime facility or program if the animal’s behavior or presence poses a direct threat to the health or safety of others. For example, a service animal that displays vicious behavior towards people may be excluded. Excessive barking in a classroom or during a program is an example of disruption.

Service animals may also be excluded in area where the presence of a service animal fundamentally alters the nature of a program or activity, or is disruptive. Examples may include, but are not limited to: research labs, areas requiring protective clothing, food preparation areas, and animal research labs.

#### **B. Pet**

A “Pet” is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or an Assistance Animal. They are not covered by this policy. Residents are not permitted to keep pets, other than fish, on College property or in College housing.

#### **C. Approved Animal**

An “Approved Animal” is a Service Animal or Assistance Animal that has been approved as a reasonable accommodation under this policy.

#### **D. Owner**

The “Owner” is the student or other covered person who has requested the accommodation and has received approval to bring the “approved animal” on campus.

### **Section II. Conflicting Health Conditions**

Housing personnel will make a reasonable effort to notify students in the residence building where the Approved Animal will be located. Students with medical condition(s) that are affected by animal (e.g., respiratory disease, asthma, severe allergies) are asked to contact Residence Life if they have a health or safety related concern about exposure to a Service or Assistance Animal. The College is prepared to reasonably accommodate individuals with



medical conditions which require accommodations when living in proximity to service or Assistance Animals. We will attempt to resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodation requests of all persons involved.

### **Section III. Owner's Responsibilities in College Housing**

1. The Owner is responsible for assuring that the Approved Animal does not unduly interfere with the routine activities of the residence or cause difficulties for the students who reside there.
2. The Owner is financially responsible for the actions of the Approved Animal including bodily injury or property damage. The owner's responsibility includes but is not limited to replacement of furniture, carpet, windows, screens, doors, paint, wall covering, and the like. The Owner is expected to cover these costs at the time of repair and/or when the move-out.
3. The Owner 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 animal vacate the residence. The College shall have the right to bill the student account of the Owner for unmet obligations.
4. The Owner must notify Accommodative Disability Service and Residence Life if the Approved Animal is no longer needed as an Approved Animal or is no longer in the residence. To replace an Approved Animal the owner must file a new request.
5. The Owner's residence may be inspected for fleas, ticks or other pests once a semester 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.
6. All roommates or suitemates of the Owner must sign an agreement allowing the Approved Animal to be in residence with them. In the event that one or more roommates or suitemates do not approve, wither the Owner or the non-approving roommates or suitemates, as determined by the appropriate Housing office the residence location, may be moved to a different location.
7. Service Animals may travel with their Owner throughout College Housing. Assistance Animals are to be contained within the privately assigned residential area (room or suite) expect when transported outside the private residential area in an animal carrier or controlled by leash or harness.
8. Approved Animals may not be left overnight in College Housing to be cared for by another student. Animals must be taken with the student if they leave campus for a prolonged period.
9. College Housing has the authority to relocate Owner and Approved Animal as necessary.
10. Any violation of the above rules may result in immediate removal of the animal from the College and may be reviewed through a Judicial Process.



11. Should the Approved 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

#### **Section IV. Guidelines for Maintaining and Approved Animal at Maritime College**

##### **A. Care and Supervision:**

Care and supervision of the animal are the responsibility of the person/Owner who benefits from the Approved Animal's use. This person is required to maintain control of the approved animal at all times. This person is also responsible for ensuring the cleanup of the animal's waste and, when appropriate, must toilet the animal in areas designated by the College consistent with the reasonable capacity of the person. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and 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

##### **B. Animal Health and Well-being:**

1. Vaccination: In accordance with rules and regulations, the animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag.
2. Health: Animals, other than cats and dogs, to be housed in College Housing must have an annual clean bill of health from a licensed veterinarian's statement regarding the animal's health. The College had authority to direct the Owner to have the animal receive veterinary attention.
3. Licensing: The College reserves the right to request documentation showing that the animal has been licensed.
4. Training: Approved Animals must be properly trained.
5. Leash: The Assistance Animal must be on a leash. In the case of a Service Animal, if the leash inhibits the animal's ability to be of service, the Owner must maintain control of the Service Animal through voice, signal or other effective means.

##### **C. Removal of Approved Animal**

The College may exclude/remove an Approved Animal when 1) the animal poses a direct threat to the health or safety of others, or 2) the animal's presence results in a fundamental alteration of the College program, or 3) the Owner does not comply with the owner's Responsibilities pursuant to College Housing requirements, or 4) the animal or its presence creates an unmanageable disturbance or interference with SUNY Maritime College.

**By my signature below, I verify that I have read, understand and will abide by the requirements outlines here and I agree to provide the additional information required to complete my request for a Reasonable Accommodation**



**under the College's Service and Assistance Animal policy. If applicable, it is also responsibility to talk to all of my room/suite mates and obtain their signatures of approval.**

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Owner of Service Animal Signature -----  
Date

*If under 18 years of age, parent or guardian must sign the line below.*

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Parent/Guardian's Signature -----  
Date

**Section V. Roommate/Suitemate Acknowledgement**

(Only Applicable to residence in Residence Halls)

By my signature below, I understand that I will share the common areas of my assigned residential space with the animal approved by this agreement. Should I have any concerns regarding the care and control of the approved animal, I will discuss my concern with the approved animal's Owner and then with the Residence Life staff.

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Resident's Signature -----  
Date

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Resident's Signature -----  
Date

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Resident's Signature -----  
Date