

MILLSAPS --- COLLEGE

Emotional Support/Therapy/Comfort Animals Information and Application Packet

Applicable laws

- ADA
- § 504 of the Rehabilitation Act of 1973
- Fair Housing Act

Definition: As defined by the Fair Housing Act, an emotional support/therapy/comfort animal may provide emotional support, calming, stability, and other kinds of support. The presence of the animal must be necessary in order to provide the resident with a disability the use and enjoyment of the dwelling. There must be an identifiable relationship or nexus between the disability and the support the animal provides. Emotional support/therapy/comfort animals do not perform work or tasks that qualify them as “Service Animals” under the Americans with Disabilities Act. No emotional support/therapy/comfort animal may be in a residence hall without it having been approved as an accommodation for the resident by the Director of Disability Services. (Guests of any resident may not bring an emotional support/therapy/comfort animal into a residence hall.)

The deliberative process that is necessary to consider a request for accommodation can take time. Residents should start the process of registering with the Director of Disability Services well in advance of when s/he would ideally like to bring the animal into the residence hall. Although the registration process may vary depending on the complexity of the request, residents are encouraged to begin the process at least four weeks in advance. Under no circumstances may an emotional support/therapy/comfort animal be brought into a residence hall without the approval of the Director of Disability Services. If an animal is approved as an accommodation by the Director of Disability Services for a resident, the Office of Residence Life will be notified. Residence Life will in turn notify the other residents of the floor or community where the individual resides. The student will also be given a letter of accommodation verifying the approval of the accommodation. The letter of accommodation should be retained by the student so that she or he can provide it as proof of the approval of the accommodation, in the event that it is questioned. The letter will specifically state that the animal has been approved to accompany the student in his or her residence hall. If the accommodation is approved, it shall be for one academic year and will need to be renewed annually.

Emotional Support animals are only permitted in an individual’s residence.

Licensing and Restrictions

The following restrictions and licensing requirements apply to emotional support/therapy/comfort animals.

- It is recommended that emotional support/therapy/comfort animals not exceed 30 pounds as residential spaces are limited in size and are typically shared by two individuals.
- Emotional support animals are restricted to the residence only. These animals are NOT allowed to attend class, be in other buildings on campus, be in food service areas, be taken to other students' rooms, or attend campus events with the owner.
- Animals that are not traditionally domesticated are prohibited.
- Proof of the following must be provided to the Director of Disability Services for canines and felines:
 - Dogs
 1. Proof of up-to-date rabies and distemper vaccinations
 2. Proof of sterilization (spaying or neutering), and
 3. Each dog over four months old must have a MS license and wear it on a collar at all times.
 - Cats
 1. Proof of up-to-date rabies and distemper vaccinations. (Kittens need distemper shots at eight weeks of age, and a booster every three weeks until they are 12 - 16 weeks old. Their first rabies shot is given at 14 - 16 weeks, and it is good for one year only. After receiving the second rabies shot, a cat must be re-vaccinated at least every three years; and
 2. Proof of sterilization (spaying or neutering)
- The College may consider the following factors, among others, as evidence in determining whether the presence of an emotional support/therapy/comfort animal is reasonable or in the making of housing assignments for individuals needing such animals:
 - The size of the animal is too large for available assigned housing space;
 - The animal's presence would force another individual from housing (i.e. serious allergy);
 - The animal's presence otherwise violates individuals' right to peace and quiet;
 - The animal is not housebroken or is unable to live with others in a reasonable manner;
 - The animal's vaccinations are not up-to-date;
 - The animal poses, or has posed, a direct threat to the individual or others such as aggressive behavior or injuring the individual or others; or
 - The animal causes, or has caused, excessive damage to housing beyond reasonable wear and tear.

Responsibilities of Persons with Emotional Support/Therapy/Comfort Animals

1. The animal must never be let out of the residence hall room without being attended and under the control of the handler. This means the animal must be on a leash or in a carrier or cage. The owner is liable for all actions of the animal and should be in total control and restraint of the animal at all times. As previously mentioned, these animals are NOT allowed to attend class, be in other buildings on campus, be in food service areas, be taken to other students' rooms, or attend campus events with the owner.
2. Cleaning up the waste of an emotional support/therapy/comfort animal is the sole responsibility of the owner. Waste must be removed by placing it in a closed container and depositing it in an appropriate outdoor waste receptacle. It is the responsibility of the owner to clean up any mess created by the animal.
3. The animal must be properly cared for and nourished. This is the sole responsibility of the owner. Room/suitemates or other community members should not be expected to take on the duties of caring for the animal.
4. The animal must not be unduly disruptive or pose a direct threat to others. A direct threat might include, but is not limited to, the animal's illness, lack of cleanliness, and presence in an inappropriate area that might put the animal or others at risk. The Assistant Dean of Students for Residence Life, or his designee, shall be responsible for making such determinations about an animal's conduct within the residence halls. The Director of Campus Safety, or his designee, shall be responsible for making such determinations about an animal's conduct on all College property. If a decision is made that an animal has been unduly disruptive or poses an immediate threat to others, the animal must be removed immediately. The owner may appeal the decision to whichever unit made the decision to remove the animal. The appeal shall be in writing and delivered, as appropriate, to Assistant Dean of Students for Residence Life or the Director of Campus Safety. A decision on the appeal will be made within three business days of receipt and will be final.
5. In the event that the Assistant Dean of Students for Residence Life, or his designee, or the Director of Campus Safety, or his designee, determines that an animal should be removed from campus, including a residence hall, for disruptive behavior, provided the decision is not based on the animal posing an immediate threat or being unduly disruptive (see 4 above), the owner shall be given written notice to remove the animal within 48 hours. The owner will have 24 hours to respond in writing. The response, if any, will be reviewed and a final decision made within the same 48 hour period. The decision of the Assistant Dean of Students for Residence Life, or his designee, or the Director of Campus Safety, or his designee, shall be final.
6. All liability for the actions of the animal (bites, scratches, running away, etc.) are the responsibility of the owner. The student should provide proof of appropriate liability insurance.
7. The owner is responsible for taking all reasonable precautions to protect the property of the College and its residents.

8. The owner will notify The Office of Residence Life if the animal escapes.
9. Necessary precautions should be made for the Physical Plant Staff, contracted vendors (i.e. Pest Control Company, Air Filter Services, etc.), and other College personnel to enter the residence hall room when the owner is not present. The animal must be crated or kenneled during the time that the resident is not present. The College is not liable if the animal escapes during an inspection or a period when routine maintenance is taking place.
10. The owner of an emotional support/therapy/comfort animal in a residence hall will provide to the Office of Residence Life, the emergency contact information of an individual who will be on call to care for the animal in the event the owner is unable to care for the animal.
11. If the owner takes an extended leave (more than 24 hours), the animal must be removed from the residence hall.
12. Any cost incurred by the College to clean up a mess, remove odors, or repair property damage caused by an animal is the responsibility of the owner and will be charged to their student account. If the animal has fleas, the owner may also be responsible for the cost of flea abatement in the areas where the animal resides or has frequented. Any such fees will be posted to the owner's individual student account.

Questions about these guidelines should be addressed to:

The Office of Residence Life
Millsaps College
1701 North State Street
Box 151063
Jackson, MS 39210
601-974-1200
housing@millsaps.edu

MILLSAPS COLLEGE

Documentation of Disability

For the professional providing documentation:

Millsaps College complies with the American Disabilities Act and Section 504 of the Rehabilitation Act of 1973. To provide reasonable accommodations for the student you have evaluated or treated, it is necessary for him/her to make available specific and detailed documentation of his/her disability which is current and up-to-date. This documentation must be completed by a physician, psychologist, or certified educational specialist. Copies of your completed report should be mailed both to the student and the address located at the bottom of this page. The documentation must be typed on letterhead of the health care provider and must include AT LEAST the following information:

1. Name, address, and phone number of physician, psychologist, psychiatrist, or educational specialist.
2. Professional credentials of physician, psychologist, psychiatrist, or educational specialist.
3. Diagnosis of medical or psychological condition and date diagnosis was made. A statement should be included that this condition is a disability.
4. A DETAILED description of the limitations this disability imposes on the individual's current life activity, including social, emotional/psychological, and physical limitations. A description of how you expect the disability to limit him/her while attending college.
5. Assessment methods used to reach your conclusions, including test scores on psychological testing when appropriate and the date of the assessment and determination of limitations.
6. Appropriate information regarding accommodations implemented in other academic environments which the individual has successfully utilized in the recent past.

7. Recommendations regarding accommodations and adjustments in the academic program or physical environment which you suggest for this student while attending Millsaps College and the length of time you anticipate the student requiring these accommodations because of the disability.
8. In instances where an emotional support/therapy/comfort animal is being recommended for consideration, the following documentation should be submitted by the student's psychologist or psychiatrist:
 - a. Provider's name and specialty/credentials
 - b. Student's (client's) name
 - c. Date
 - d. How long has the provider been seeing the patient/client?
 - e. What is the diagnosis for this patient/client? (may provide multi-axial report)
 - f. Is it your clinical judgement that an emotional support/therapy/comfort animal is necessary for the patient/client to be able to function in on campus housing? Are there alternative housing accommodations or recommendations that could be considered?
 - g. In what way is the use of the animal a nexus between the student's disability and the ability to reside on campus? (please describe in detail)
 - h. Type of assistance animal supported

Documentation should be submitted to the following address:

The Office of Disability Services
Attention: Patrick Cooper
Millsaps College
1701 North State Street
Box 151063
Jackson, MS 39210

Emotional Support/Therapy/Comfort Animal Registration Form

Student's Name: _____

Student's Housing Assignment: _____

Student's Home Phone: _____

Student's Cell Phone: _____

Animal's Name: _____

Type of Animal: _____

Physical Description of Animal: _____

Emergency Contact/Caregiver for the Animal

Name: _____

Address: _____

Home Phone Number: _____

Cell Phone Number: _____

Please attach a copy of the current vaccination/sterilization records.

Roommate/Suitemate Acknowledgement

By signing below, I understand that I will share the common areas of my assigned residential space with the approved emotional support/therapy/comfort animal. Should I have any concerns regarding the care and control of the approved animal, I will discuss them with the approved animal's owner. If an agreement regarding the animal's care cannot be reached, I will communicate my concerns with the Office of Residence Life by contacting them at 601-974-1200 or housing@millsaps.edu.

Roommate's Printed Name	Signature	Date
-------------------------	-----------	------

Suitemate's Printed Name	Signature	Date
--------------------------	-----------	------

Suitemate's Printed Name	Signature	Date
--------------------------	-----------	------

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR SERVICE OR THERAPY ANIMALS

The undersigned student or parent of guardian, if under the age of 18, fully agrees to indemnify and hold harmless Millsaps College as well as any of its officers, employees, staff or Board members against any and all claims arising out of or related to the use of any animal the student will bring on campus to use as a service animal or therapy animal, whether such animals have been brought on the campus of Millsaps College or may be utilized during any off campus event which has been sanctioned by Millsaps College, if the animal damages any property or should cause any personal injury to any student, facility member, College employee or visitor, or any other person which may come on the campus of Millsaps College or attend any event which has been sanctioned by Millsaps College. Such animals include, but shall not be limited to, any animal which may provide emotional support, comfort, therapeutic benefit or companionship to a student.

In holding harmless and indemnifying Millsaps College, as well as any faculty, employees, staff or Board members, "personal" injuries may include or arise out of any complaints concerning noise or unwanted odors resulting from the animal, allergic reactions, or as a result of the animal causing direct personal bodily injury to any person.

I verify that I am 18 years or older:

Signature of Student

Date

Signature of Parent/ Guardian
(if student is under the age of 18)

Date

Agreement

The applicant should initial each section.

_____ I may be denied request for an emotional support/therapy/comfort animal if it causes undue administrative or financial burden, if there are insurance restrictions based on breed or species, if the animal poses a direct threat to the health and safety of others, and/or if the animal would fundamentally alter College housing policies.

_____ Current medical documentation must be submitted by a licensed psychiatrist/psychologist with whom I have had a working relationship. This must be done before consideration will be given to the request for an emotional support/therapy/comfort animal.

_____ Emotional support/therapy/comfort animals must have current vaccination registration records. In instances when a dog or cat is approved, records of sterilization must also be submitted. The up-to-date veterinary records must be submitted to the Office of Residence Life.

_____ It is my responsibility to feed and clean the animal and to pick up and properly dispose of animal waste. Proper disposal includes the use of plastic bags that are sealed and placed into trash containers. Animals requiring regular baths must be taken off-campus to be cared for.

_____ If the animal is taken outside of the residence hall (e.g., for toileting), it must be under the control of the owner. This can include by leash or other tethering device. I understand that the animal is NOT allowed to attend class, be in other buildings on campus, be in food service areas, be taken to other students' rooms, or attend campus events.

_____ I will consider the health and safety of fellow students, faculty, and staff while keeping my emotional support/therapy/comfort animal on campus.

_____ When leaving campus for 24 hours or longer, I will make alternative, off-campus accommodations for my emotional support/therapy/comfort animal.

_____ I understand that I may be charged for any damages, cleaning, or abatement that are a result of my emotional support/therapy/comfort animal.

_____ Animals must be well behaved (i.e., no loud noises) and not disturb other students living within the residence hall. If the animal disturbs other students, I may be asked to remove it from campus.

_____ When not in my room, I understand that my emotional support/therapy/comfort animal must be crated or kenneled. Should the animal escape, I will notify the Office of Residence Life.

_____ I accept full responsibility for the actions of my emotional support/therapy/comfort animal. I will not hold the College liable for injuries that my animal may cause to others and understand that liability insurance is recommended.

_____ I understand that if approved, the period for which the emotional support/therapy/comfort animals may be present is for one academic year and that I must register a similar request for subsequent years that I am enrolled at the College.

_____ If approved, Residence Life will notify other members of the community about the emotional support/therapy/comfort animals so they are aware of it's presence, that it is not a pet, and that they have no obligation to care for the animal.

_____ I understand that I must submit all of the up-to-date and appropriate documentation to the Office of Residence Life before consideration will be given for the accommodation of an emotional support/therapy/comfort animal. It is also understood that I must have written approval from the Office of Residence Life before my emotional support/therapy/comfort animal may be brought to campus.

For Office Use Only

- _____ **Appropriate and up-to-date documentation received from psychologist/psychiatrist.**
- _____ **Veterinary records received for the emotional support/therapy/comfort animal.**
- _____ **Agreement initialed and returned**
- _____ **Animal registration form submitted.**
- _____ **Roommate/suitemate acknowledgement received.**
- _____ **Signed indemnity clause received.**
- _____ **Copy of liability insurance received.**