



## Service Animal Policy

New Mexico Tech (NMT) allows service animals on the campus in recognition of the Americans with Disabilities Act (ADA) and the ADA Amendments Act of 2008 (ADAAA). The ADAAA defines service animals as “dogs that are individually trained to do work or perform tasks for people with disabilities.” Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, or performing other duties. If a dog meets this definition, it is considered a service animal regardless of whether it has been licensed or certified by a state or local government or a training program. A service-dog-in-training is defined in this policy as “a dog, accompanied by its trainer, that is undergoing individual training to provide specific disability-related work or service for an individual with a disability. This does not include obedience training or socialization of puppies who may later become service animals.” Species of animals other than dogs, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals, not pets. This policy pertains to service animals only, and not to emotional support animals (ESA) or pets. The University has developed a separate policy regarding the presence of ESAs in NMT housing. It is a violation of New Mexico State law to falsely present an animal as a qualified service animal (NM Stat § 28-11-6).

The ADAAA allows service animals accompanying persons with disabilities to be on the New Mexico Tech campus. A service animal must be permitted to accompany a person with a disability everywhere on campus except in situations where safety may be compromised or where the service animal may interfere with the fundamental nature of the activities being conducted. Residential students with service animals must agree to the **Service Animal Residential Agreement**.

The person a service animal assists is referred to as a partner. The partner’s disability may not be visible. If you are not sure whether an animal is a pet or a service animal, you may ask two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. Others, including faculty and staff, cannot ask about the partner’s disability, require medical documentation, require a special identification card or training documentation for the service animal, or ask that the service animal demonstrate its ability to perform the work or task.

A service animal can be any breed or size. It might wear specialized equipment such as a backpack, harness, or special collar or leash, but this is not a legal requirement.

Students with disabilities who require a service animal on-campus are requested to self-identify as a person with a disability to the Office of Counseling and Disability Services (OCDS) as soon as possible after deciding to enroll at NMT. If the student plans to live on the campus residentially, OCDS will provide information on expectations for the service animal and partner through the **Service Animal Residential Agreement**. OCDS will notify Campus Police for the sole purpose of an emergency.



## Section 1: Definitions

- a) **Service Animal** – A *Service animal* is defined as any dog that is 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. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual'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, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, 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 for the purposes of this definition.
- b) **Service Animal in Training (SDIT)** - a dog, accompanied by its trainer, that is undergoing individual training to provide specific disability-related work or service for an individual with a disability. This does not include obedience training or socialization of puppies who may later become service animals. Instead, service animals in training begin their training only after this period of socialization, generally 15-18 months long.
- A. **Pet:** A *pet* is defined as an animal kept for ordinary use and companionship.
- B. **Partner:** The *partner* is defined as an individual with a disability and for whom the service animal performs tasks or works. This is different than the identifying term of “*owner*” given to someone with an Emotional Support Animal (ESA), due to the nature of the relationship.

## Section 2: Housing Policy and Access to NMT Facilities

- A. A service animal must be permitted to accompany their partner everywhere on campus except in situations where safety may be compromised or where the service animal may interfere with the fundamental nature of the activities being conducted. Allergies or fear of dogs does not limit access of a service animal to facilities.
- B. **Service Animals in NMT Housing:** Service animals may not reside in campus housing until the **University Housing Accommodation Form** is completed with OCDS and then turned into Residential Life by the student/Partner.
- C. For students/partners planning to live in campus housing with a service animal, NMT requests that the partner provide as much advance notice as possible prior to the desired move-in date so that NMT can best accommodate the partner and the service animal. Prior to moving into campus housing, the partner is requested to meet with someone from the Office of Counseling and Disability Services and will be provided information on expectations for the service animal and student/partner. During this meeting OCDS and the partner will complete the University Housing Accommodation Form for the student to bring to Residential Life.



- D. New Mexico Tech will not limit room assignments for individuals with service animals to any particular building or buildings because the individual needs a service animal or because of disability.

### **Section 3: Responsibilities and Expectations of a Partner with a Service Animal**

**A. Care and Supervision:** Care and supervision (custody) of the service animal is the sole responsibility of the Partner and must meet the following requirements:

1. Partners are responsible for feeding and watering their animal within the confines of their personal room. Bowls of food and water should be placed on mats so that water and food do not get on the carpet/floor. If food or water is spilled, the partner is responsible for cleaning the floor of their residence immediately.
2. Food for the service animal should be kept in a sealed plastic container within the confines of the Partner's room. Open bags of food are not permissible, as they attract bugs.
3. Service animals may not be left overnight in college housing to be cared for by any individual other than the partner. If the partner is to be absent from his/her residence hall overnight or longer, the service animal must accompany the partner.
4. New Mexico Tech, New Mexico Tech personnel and NMT students shall not be required to provide assistance for the service animal such as, care, food, additional space, or removal of the service animal during an emergency evacuation for events such as a fire alarm. Emergency personnel will make every reasonable effort to remove the service animal in case of emergency evacuation, but will not be held responsible for the care, damage to, or loss of the service animal.
5. The partner should notify the Office of Counseling and Disability Services and the Office of Residential Life if the animal is no longer in residence or if the dog is replaced by another service animal.

**B. Waste Management and Cleaning:**

1. Service animals must be housebroken. Pee pads are not permitted for toileting.
2. The partner is responsible for managing all cleaning tasks associated with keeping and caring for their service animal, including hair/fur, waste management, and bedding. University housekeeping equipment, facilities and/or supplies may not be used for any service animal cleaning tasks.
3. The partner is responsible for immediately cleaning up and properly disposing of the service animal's waste and is responsible for having the equipment to do so. Partners who are physically unable to accomplish this task are responsible for arranging for it to be done. Solid waste must be placed in a sturdy plastic bag and tied securely before being disposed of in an outside trash can. NMT retains the right to designate a particular area for the service animals to relieve themselves and/or for the disposal of their waste.



4. If the service animal becomes sick and vomits and/or becomes incontinent, it is the responsibility of the partner to make sure it is cleaned up immediately, and seek appropriate veterinary assistance as needed.

### **C. Health and Well Being:**

1. The partner must abide by current city, county and state ordinances, laws and/or regulations pertaining to licensing and vaccination. The service animal must be immunized against disease common to dogs.
  - i. Service animals must have proof of current rabies and distemper vaccinations. A copy of the current licensing documentation for the service animal will be kept on file and must be kept current.
  - ii. Service animals must wear a New Mexico licensing tag and a current rabies vaccination tag.
2. Service animals housed in campus housing must have an annual clean bill of health from a licensed veterinarian.
3. The service animals must be maintained (kept clean) and it is expected that the partners will follow veterinary recommendations for preventative treatment of fleas and ticks.
4. The partner is required to ensure the service animal is well cared for at all times. NMT reserves the right to mandate that the service animal receive veterinary attention.
5. Any suspected or observed issues related to mistreatment or abuse of the service animal will be reported to the proper investigatory authorities, may result in immediate removal of the service animal, and may subject the responsible individual to University disciplinary action.

### **D. Service Animal Behavior:**

1. The partner must be in full control of the service animal at all times. No partner shall permit the service animal to go loose or run at large. Service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the partner's disability prevents using these devices. In the latter cases, the partner must maintain control of the service animal through voice, signal, or other effective controls.
2. The partner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the service animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there. The service animal's behavior, noise, and odor must not exceed reasonable standards for a well-behaved animal and these factors must not create unreasonable disruptions for other residents. If the noise (whining



or barking) is excessive as judged by residence life staff, it is grounds to require re-training or possibly remove the service animal from campus.

3. Service animals may be excluded from the NMT campus if the service animal behaves in an unacceptable way and/or the partner does not control the service animal. Uncontrolled barking, jumping on other people, or running away from the partner are some examples of unacceptable behavior for a service animal.
4. Partners must comply with local and state ordinances for animal behavior, noise and waste management.
5. Any suspected or observed issues related to animal abuse or neglect will be reported to the proper investigatory authorities and may subject the student to NMT disciplinary action as well.
6. The partner, not NMT, is responsible for the actions of the service animal including bodily injury or property damage. Partners with service animals are likely to be charged if additional cleaning or damage occurs as a result of having the service animal on campus. The partner is expected to pay these costs upon repair or cleaning.
7. Should the service animal become a direct threat to the health and safety of persons on NMT campus, cause physical damage to University property or the property of others, or fundamentally alter the nature of the University operations, NMT retains the right to require re-training or remove the service animal, at the partner's expense.

#### **E. Financial Responsibility:**

1. New Mexico Tech will not ask for or require a partner to pay a fee or surcharge for a service animal.
2. A partner may be charged for any damage caused by his/her service animal beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The partner's living accommodations may also be inspected for fleas, ticks, or other pests if necessary as part of NMT's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by NMT-approved pest control service. The partner will be billed for the expense of any pest treatment above and beyond standard pest management in university housing. NMT has the right to bill the partner's account for unmet obligations under this provision. The partner will be required to treat their service animal for any such infestation at their expense.
3. Any cost for the actions of the service animal, including bodily injury, property damage, and/or non-standard cleaning, must be met by the partner. NMT reserves the right to bill the partner's account for charges related to the service animal.



#### **Section 4: Conflicting Disabilities**

A service animal must be permitted to accompany their partner everywhere on campus except in situations where safety may be compromised or where the service animal may interfere with the fundamental nature of the activities being conducted.

**Allergies or fear of dogs do not limit access of a service animal to facilities.** Faculty, staff or students with medical condition(s) that are affected by animals (respiratory diseases, asthma, and severe allergies) should contact the OCDS if they have a health or safety related concern about exposure to a service animal. The individual will be asked to provide medical documentation that identifies the condition(s), and will allow determination to be made as to whether the condition is disabling and whether there is a need for an accommodation. OCDS will respond in a timely manner and will carefully consider options for all involved individuals.

Should there be questions or concerns pertaining to this section of the policy, individuals should contact OCDS to seek resolution.

#### **Section 5: Removal of Service Animal**

New Mexico Tech may require the partner of a service animal to seek immediate re-training of the service animal or in rare cases, remove the animal from NMT property if:

- a. The service animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others.
- b. The service animal's behavior is unruly or disruptive (e.g., barking, growling, running around, and/or displaying aggressive behavior). If such behavior persists, the partner may be prohibited from bringing the animal on campus until the partner takes significant and effective remedial steps to correct the animal's behavioral problems.
- c. The service animal is ill. Service animals that are ill or in poor health must not be taken into public areas.
- d. The partner fails to properly clean up and dispose of the service animal's waste.
- e. The service animal is otherwise unclean or unkempt.
- f. The service animal creates an unmanageable disturbance or interference with the University community.
- g. There is evidence of abuse or neglect of the service animal by the partner.
- h. The Partner does not comply with this policy.

When it is determined a service animal must be removed from NMT property, the partner will be notified in person. The service animal must be removed from campus within 24 hours of the notification. NMT will engage in an interactive process with the partner to determine if there are alternative accommodations that might effectively meet the Partner's disability-related needs.



## **REVIEW**

The Vice President for Student and University Relations or designee is responsible for the review of this policy and operating procedures by July 31<sup>st</sup> of each year.

## **AMENDMENTS**

Subject to applicable amendments to Law and as otherwise provided herein, this policy may be amended, modified and supplemented in any and all respects, by action taken by the designated authority of New Mexico Tech.

[https://www.nmt.edu/policies/docs/counseling-disability-services/2018NMT\\_Service\\_Animals\\_Residential\\_Policy.pdf](https://www.nmt.edu/policies/docs/counseling-disability-services/2018NMT_Service_Animals_Residential_Policy.pdf)

Accessed 8-6-18