

"Should the student need to be quarantined during the Spring semester, 2021, because of illness or exposure to COVID-19, the emergency contact named must remove the animal from the residence hall within 6 hours and keep the animal until the owner/handler is freed from quarantine restrictions. "

Babson College

Emotional Support Animal Policy and Agreement

Babson College recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA), and of Emotional Support Animals (ESAs), supported by the Fair Housing Act. The college is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full participation and equal access to the College’s programs and activities. Babson College is also committed to allowing ESAs, necessary to provide individuals with mental health disabilities an equal opportunity to use and enjoy College housing. This Policy explains the specific requirements applicable to an individual’s use of an ESA in College housing. Babson College reserves the right to amend this Policy as circumstances require. This policy applies solely to ESAs that may be necessary in College housing. It does not apply to “service animals” as defined by the ADAAA, and whose presence on campus is explained in the Babson College Service Animal Policy.

Although it is the policy of Babson College that individuals are generally prohibited from having animals of any type in College housing, Babson College will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an ESA that is reasonable and necessary because of a mental health disability. However, no ESA may be kept in College housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy. Any requests for animals in residence for individuals with disabilities that are neither service animals nor ESAs should be directed to Accessibility Services.

I. Definitions

A. Emotional Support Animal (ESA), also known as “Assistance Animal”

An Emotional Support Animal (ESA) is an animal that provides therapeutic emotional support for an individual with a diagnosed mental health disability. Unlike service animals that are trained to perform specific tasks that are important to the independence or safety of their disabled handler, ESAs are generally not trained to perform disability-specific tasks. Their therapeutic support is a function of their presence and interaction with the person with a disability. ESAs are not pets, but they typically are animals commonly kept in households as pets. An ESA may be a dog (most common), cat, small bird, rabbit, hamster, gerbil, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure. Under guidelines from HUD, reptiles (other than turtles), barnyard animals, monkeys, and other non-domesticated animals are not considered common household animals. Exceptions to these guidelines regarding animals serving as ESAs will be considered on a case-by-case basis.

The question in determining if an ESA will be allowed in College housing is whether or not the ESA is necessary because of the individual's disability to afford the individual an equal opportunity to use and enjoy College housing and its presence in College housing is reasonable. However, even if the individual with a disability establishes necessity for an ESA and it is allowed in College housing, an ESA is not permitted in other areas of the College (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.).

The United States Department of Housing and Urban Development (HUD) uses the term "Assistance Animal" to cover any 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 ([FHEO Notice: FHEO-2013-01](#) at page 2). ESAs are not considered Service Animals under the ADA, as amended, and Babson College's Service Animal Policy.

B. Owner

The "Owner" is the individual who has requested the accommodation and has received approval to bring an ESA into College Housing.

C. Accessibility Services (ACCESSIBILITY SERVICES)

Accessibility Services collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all Babson College programs and activities.

II. Procedures for Requesting Emotional Support Animal in College

The procedure for requesting ESA follows the general procedures set forth in the Procedure for Requesting Reasonable Accommodation Policy ("Reasonable Accommodation Policy") and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the Reasonable Accommodation Policy, this Policy shall control.

A student with a significant mental health disability who wishes to request an ESA in College Housing should complete and submit the Housing Accommodation Application with supporting documentation via the AIM Student Portal (found on the Student Hub under Medical Housing Accommodations). This process should be completed by [the stated Medical Housing Application deadline](#) (also included below) for the semester for which an ESA is requested so that appropriate arrangements regarding accommodation determination, placement, roommates, etc. can be made. Documentation of a significant mental health disability and the associated need for an ESA should come from a mental health provider with whom an established provider-patient relationship exists and knows and understands the difficulties and can explain how the presence of the animal may help to alleviate one's symptomatology

Babson College is concerned about the growing number of questionable website services that offer to "certify" an ESA or to create an ESA letter for a set price, based on nothing more than for example, answers to an online survey. There is no formal recognized certification of ESAs

and such letters will rarely provide the information necessary to support a request for accommodation, and are not viewed by Babson College as a reliable source of information.

Date	Deadline
February 20	Fall Housing Deadline for students returning on-campus, and for students returning from Education Abroad programs.
May 1	Summer Housing Deadline
June 23	Fall Housing for incoming First Year Students and Transfer Students (Transfer Student Housing not guaranteed)
September 15	Spring Housing for January Enrollment
October 14	Spring Housing for students returning from Education Abroad Programs
December 1	Spring Housing for Transfer Students (housing not guaranteed)

Students who request and are approved for Medical Housing **after the applicable deadline** will be placed only if, and when, an appropriate space becomes available. Deadlines are established to allow requests to be evaluated prior to the general housing selection process. Medical Housing deadlines are purposefully set to take place the semester before an upcoming term of occupancy to guarantee that a placement can be made to fulfill a students' needs. Students are advised to start the process early to allow adequate time to obtain necessary documentation by the stated deadline.

- **Upcoming Semester Requests:** Deadlines are established to allow requests to be evaluated prior to the general housing selection process. Students are advised to start the process early to allow adequate time to obtain necessary documentation by the stated deadline. If the request for accommodation is made after the stated deadline for move into college housing in an upcoming semester, Babson College cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester or term of occupancy.
- **Current Semester Requests:** If the need for an accommodation arises when an individual already resides in College housing, they should contact Accessibility Services and complete the application as soon as practicably possible. Babson College cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.

ESAs are subject to Babson College's Housing Emotional Support Animal Agreement Form.

III. Criteria for Determining If Presence of the Emotional Support Animal is Reasonable

- A. College Housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or

suite in certain residence halls. To ensure that the presence of an ESA is not an undue administrative burden or fundamental alteration of College Housing, Babson College reserves the right to assign an individual with an ESA to a single room without a roommate. Additionally, if roommates/suitemates have objections to sharing their living quarters with the ESA, alternative living arrangements may be necessary. Such decisions will be made on a case-by-case basis.

- B. The Office of Housing Operations may consult with Accessibility Services in making a determination on a case-by-case basis of whether the presence of an ESA is reasonable. A request for an ESA may be denied as unreasonable if the presence of the animal: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters College housing policies; (3) poses a direct threat to the health and safety of others; and/or (4) would cause substantial property damage to the property of others, including College property.
- C. Babson College may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with ESAs, including, but not limited to:
1. The space needed for the cage/crate in which the animal will be housed is too large for the available assigned housing space;
 2. The animal's presence would force another individual from individual housing (e.g. serious allergies);
 3. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
 4. The animal is not housebroken or is unable to live with others in a reasonable manner;
 5. The animal's vaccinations are not up-to-date;
 6. The animal does not meet city, county, and/or state ordinances;
 7. The animal poses health risks from zoonotic diseases or safety concerns regarding containment that cannot be sufficiently mitigated for inclusion in the communal living setting.
 8. The animal poses or has posed in the past a direct threat to the safety or health of an individual or others such as aggressive behavior towards or injuring an individual or others; or potential transmission of zoonotic diseases exist that cannot be effectively mediated;
 9. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.
 10. Babson College believes that College Housing is not an appropriate setting to raise a young puppy/kitten. Generally, dogs must be at least 10 months of age and cats six months of age, and be spayed or neutered, before being allowed to live in-residence.
 11. **Only one ESA** is allowed per residence unit and one ESA will be approved for a student, in order to fulfill the intent of the FHA requirement.
 12. Babson College will not limit room assignments for individuals with ESAs to any particular building or buildings, because the individual needs an ESA due to disability.

IV. Access to College Facilities by Emotional Support Animal Guidelines

A. Living Space

An ESA must be contained within the Owner's privately assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the individual is taking the animal out for natural relief. When an ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. ESAs are not allowed in any College facilities other than College residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

B. Dominion and Control

Notwithstanding the restrictions set forth herein, the ESA must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from College housing.

V. Owner's Responsibilities

If Babson College grants an Owner's request to live with an ESA, the Owner is solely responsible for the custody and care of the ESA and must meet the following requirements:

1. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals. It is the Owner's responsibility to know and understand these ordinances, laws, and regulations. Babson College has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. Babson College reserves the right to request documentation showing that the animal has been licensed.
2. Babson College will not ask for or require an individual with a disability to pay a fee or surcharge for an approved ESA.
3. The Owner may be charged for any damage caused by the ESA beyond reasonable wear and tear to the same extent it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks or other pests as necessary. 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 College Housing. Babson College shall have the right to bill the Owner's account for unmet obligations under this provision.

4. Should the ESA be removed from the premises for any reason, the Owner is expected to fulfill their housing obligation for the remainder of the housing contract.
5. The Owner is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.
6. The Owner must provide the name and contact information for an *Animal Caretaker* who does not reside in College Housing, and who can take responsibility for the animal within 6 hours should the Owner be unable or unavailable to care for the animal due to unexpected or emergency purposes. If the animal must be removed permanently from the residence hall, the Animal Caretaker must remove the animal within 48-72 hours of determination.
7. The student must provide written consent for Accessibility Services to disclose information regarding the request for and presence of the ESA to those individuals who may be impacted by the presence of the animal including, but not limited to, Housing Operations, Residence Education personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual's disability.
8. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the ESA and/or discipline for the responsible individual.
9. The Owner is responsible for cleaning up the animal's waste and fluids and disposing of such in outside trash containers only. Waste disposal via College plumbing is prohibited. The Owner should always carry equipment sufficient to clean up and properly dispose of the animal's waste and fluids. Owners who are not physically able to pick up and dispose of the animal's waste and fluids are responsible for making all necessary arrangements for assistance. Babson College is not responsible for these services. Additionally, the animal is not to be bathed or its cage/crate, or bedding cleaned using College Housing or College facilities.
10. The Owner must fully cooperate with College personnel with regard to meeting the terms of this policy and procedures related to the care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of waste/fluids, etc.).
11. ESAs may not be left overnight in College Housing to be cared for by any individual other than the Owner. If the Owner is to be absent from their residence hall overnight or longer, the animal must accompany the Owner or other off campus arrangements must be made. The Owner is responsible for ensuring the ESA is contained (caged or crated), as appropriate, when the Owner is not present while attending classes or other activities. Babson College reserves the right to inspect the enclosure used in containing the animal.

12. Babson College personnel shall not be required to provide care or food for any ESA including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.
13. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
14. The animal is allowed in College Housing only as long as it is necessary because of the Owner's approved accommodation. The Owner must notify the Accessibility Services in writing if the ESA is no longer needed or is no longer in residence.
15. To replace an approved ESA, the owner should complete and submit the Housing Accommodation Application with supporting documentation via the AIM Student Portal (found on the Student Hub under Medical Housing Accommodations). This process should be completed by the stated deadlines located in Section II of this policy and in the general housing accommodation policies, in advance of the semester for which an ESA is requested so that appropriate arrangements regarding accommodation determination, placement, roommates, etc. can be made. See Section II.

VI. Removal of Emotional Support Animal

Babson College may require the Owner to remove the animal from College Housing in the timeframe determined by Babson College Personnel if:

1. the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
2. the animal's presence results in a fundamental alteration of a College program;
3. the Owner does not comply with the Owner's responsibilities set forth above; or
4. the animal or its presence creates an unmanageable disturbance or interference with the Babson College community.

Babson College will base such determinations upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with Accessibility Services.

Appeals/complaints arising under this policy shall be handled by the Associate Dean of Students for Wellness. The Owner will be afforded all rights of due process and appeal. If the ESA is excluded from College Housing, the animal must remain off campus during any appeals process.

VII. Non-retaliation Provision

Babson College will not retaliate against any person because that individual has requested or received a reasonable accommodation in College housing, including a request for an Emotional Support Animal.

By my signature below, I verify that I have read, understand and will abide by the requirements outlined here and I agree to provide the additional information required to complete my Request for a Reasonable Accommodation under the College's Assistance Animal Policy for College Housing.

Acknowledgement and Release of Information Consent Form

I have read and understand the Assistance Animal Policy and Agreement and I agree to abide by the requirements applicable to Emotional Support Animals. I understand that if I fail to meet the requirements set forth in the Policy, Babson College has the right to remove the Emotional Support Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract.

I furthermore give permission to the Disability Services Office to disclose to others impacted by the presence of my Assistance Animal (e.g., Residence Life staff, potential and/or actual roommate(s)/neighbor(s)) that I will be living with an animal as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the Emotional Support Animal and/or resolving any potential issues associated with the presence of the Assistance animal.

I further recognize that the presence of the Emotional Support Animal may be noticed by others visiting or residing in College Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances Emotional Animals are permitted for persons with disabilities.

Individual Signature

Date

Accessibility Services Representative

Date

Residence Education Representative

Date