

MERCYHURST UNIVERSITY

Reasonable Accommodation Requests: Assistance Animal Policy

I. Introduction.

Mercyhurst University is committed to complying with its obligations under the Fair Housing Act (“FHA”) and Section 504 of the Rehabilitation Act of 1974 to ensure that a person with a disability is granted reasonable accommodations in Mercyhurst University’s housing rules, policies and practices when such accommodations are necessary to afford that person equal opportunity to use and enjoy University owned or operated dwellings. Mercyhurst University generally prohibits the presence of animals in all University owned or operated housing. One such accommodation which may be requested by residents with eligible disabilities is that they be permitted to bring their assistance or emotional support animal into University housing. This policy outlines the standards and procedures which must be followed in such a situation. Every request will be analyzed by Mercyhurst University on a fact specific, case by case basis.

The scope of this Policy applies to requests for the accommodation of assistance animals in University housing under the FHA or Section 504. Assistance animals are sometimes referred to as “assistive animals,” “support animals,” “therapy animals” or “emotional support animals.” This Policy uses the term “assistance animals” with the intent to include all of these various terms.

The term “assistance animals” within the meaning of the FHA or Section 504 should be distinguished with the Americans with Disabilities Act term “service animal” which specifically excludes animals who solely provide emotional support, well-being, comfort or companionship. Requests for service animals under the ADA must be made separately under a different procedure. For more information regarding service animals requests under the ADA, please contact Alice Agnew, Director of Equal Opportunity Programs, aagnew@mercyhurst.edu, 814-824-2362.

If a resident is approved to bring an assistance animal into Mercyhurst University housing, the resident is on notice the University disclaims any responsibility or liability in the case of the animal being lost or stolen.

II. Definitions.

- A. “Assistance animal” is defined by the United States Department of Housing and Urban Development as an 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-2013-01.
- B. “Disability” is defined as a physical or mental impairment which substantially limits one or more major life activities; a record of such an impairment; or being regarded as having such an impairment. This term does not include current, illegal use of or addiction to a controlled substance. [NOTE: The Fair Housing Act uses the term “handicap” instead of the term disability. Both terms have the same legal meaning. This Policy uses the term “disability” which is more generally accepted.] 24 CFR §100.201.

- C. “Major life activities” are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. 24 CFR §100.201.
- D. “Physical or mental impairment” includes:
- Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, Human Immunodeficiency Virus infection, mental retardation, emotional illness, drug addiction (other than addiction caused by current, illegal use of a controlled substance) and alcoholism. 24 CFR §100.201.
- E. “Substantially limits” has been defined by the United States Department of Justice and the United States Department of Housing and Urban Development as being “significant” or “to a large degree.” Joint Statement of HUD and DOJ regarding Reasonable Accommodations under the Fair Housing Act (May 17, 2004).

III. Eligibility Requirements.

- A. Residents may not bring an assistance animal into University housing unless they comply with the procedures set forth in this Policy and until they receive approval from Mercyhurst University’s Division of Student Life. Failure to comply with Policy requirements will result in a delay of the determination of a resident’s eligibility to bring the assistance animal into University housing. Residents will be required to remove their animal during the application process.
- B. Residents can initiate the application process regarding assistance animal requests with Alice Agnew, Director of Equal Opportunity Programs, aagnew@mercyhurst.edu, 300 Old Main, 814-824-2362. All required documentation can be submitted at this location.
- C. In order to be eligible to bring an assistance animal into University housing, a resident must submit reliable written and dated documentation from a physician, psychiatrist, social worker or other mental health professional attesting to the following:
1. The resident has a “disability” within the meaning of the Fair Housing Act – i.e., the student has a physical or mental impairment that substantially limits one or more major life activities.
 - a. The provider must identify the specific physical or mental impairment;
 - b. The provider must identify which major life activity that physical or mental impairment limits; and
 - c. The provider must opine whether that impairment is “significant” within the meaning of federal law.

2. That the resident has a disability-related need for an assistance animal.
 3. A description how the animal works, provides assistance, performs tasks or provides emotional support that alleviates one or more of the identified symptoms or effects of the resident's existing disability.
- D. In addition to the documentation described in Section III.B., the resident is also required to complete and submit following documentation:
- Assistance Animal Registration Form.
 - Assumption of Liability Statement.
 - Veterinarian Verification Form.
- E. Once the resident submits all of the documentation and forms required by this Policy, the Division of Student Life will make a determination either approving or denying the request within ten business days from the date the resident submits the documentation. If the resident submits supplemental documentation for the University to consider, the Division of Student Life will make a subsequent decision within ten business days from the date the supplemental documentation is submitted to the University.

IV. Reasonable Accommodation Factors.

- F. If a resident submits reliable documentation proving s/he meets the eligibility criteria outlined in this Policy, the University will modify the "no animals" rule and authorize the resident to bring the assistance animal into University housing. This means the resident may bring the assistance animal into his/her dwelling unit and the common use spaces within his/her dwelling unit building. The resident is not authorized to bring the assistance animal into other areas of campus, such as classrooms, dining halls, auditoriums, etc. This requested accommodation to the University's general rule is not without limitation, however, as all requested accommodations must be reasonable.
- G. The University may not approve the requested accommodation or may revoke prior approval of an accommodation in the following circumstances:
- If the specific assistance animal accommodation would or does impose an undue financial and administrative burden on Mercyhurst University.
 - If the specific assistance accommodation would or does fundamentally alter the nature of the University's housing.
 - If the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.
 - If the specific assistance animal in question would cause substantial physical damage to the property of the University or of others that cannot be reduced or eliminated by another reasonable accommodation.

By their nature, each of these circumstances is extremely fact specific and will be analyzed on a case by case basis.

- H. To assist Mercyhurst University in balancing the rights of a disabled resident requesting an assistance animal accommodation with the rights of other residents to

use and enjoy their dwelling, residents requesting or implementing an assistance animal accommodation must comply with the following requirements:

1. Resident must submit updated documentation each academic year to provide continued eligibility for the requested accommodation.
2. Resident must submit documentation which proves the assistance animal complies with all Pennsylvania and local animal ordinances which are not otherwise preempted by the Fair Housing Act and Section 504, including but not limited to all vaccination requirements and local licensure requirements. Resident will be required to complete University Housing documentation verifying the assistance animal has received all vaccinations as recommended by local licensed veterinarians, is free from communicable diseases and is properly licensed on an annual basis.
3. By requesting to bring an assistance animal into University housing, the resident is committing to taking proper care of the animal and ensuring its health, safety and welfare. If the University has reason to believe the assistance animal is being neglected in any way (for example, left unattended for unreasonable periods of time, receiving inadequate nutritional or medical care, etc.), University Housing will contact the resident or their emergency contact to address the issue/s and, possibly, remove the assistance animal if it is determined the assistance animal health or safety is at risk. If this is not successful, Mercyhurst University may notify the City of Erie Animal Services Department for appropriate action under Pennsylvania and local laws. Such action may be taken by University Housing without liability. Any cost of removing the assistance animal if the resident is not present, and prior arrangements have not been made by the resident for the assistance animal to be removed or cared for, shall be the responsibility of the resident.
4. Dogs and cats approved as assistance animals must wear current vaccination and a current license tags and personal identification tags at all times.
5. Assistance animals must be housebroken. The resident is responsible for cleaning up all animal waste (both indoors and outdoors) in a timely and effective fashion. Animals that are not housebroken may not be eligible to serve as an assistance animal. Additionally, the resident shall be fully and solely responsible for disposal of animal waste. Failure to properly dispose of animal waste will result in a charge of violating University Housing policies. Continued violations may result in eviction and/or loss of continued authority to keep the assistance animal in University housing.
6. Assistance animals must be reasonably well-behaved; this includes no excessive or unreasonable barking, whining, scratching, chewing or aggression as this type of behavior is likely to impact the ability of other residents to use and enjoy their University housing. If the assistance animal is in common areas (such as study rooms, living rooms, etc.), the resident must make reasonable effort to ensure the presence of the assistance animal is not disrupting the enjoyment or use of other residents of their mutual living space. If conflict arises between the resident with the assistance animal and other residents living in the dwelling, Mercyhurst University Residence Life Office will work with all parties to attempt to find a reasonable solution to the problem.
7. The assistance animal must be under the control of the resident, such as on a leash or in a carrier, whenever the assistance animal is not enclosed in the private

sleeping area of the resident. The resident is responsible at all times for the actions of his or her assistance animal. Unless the assistance animal has also been qualified and registered with the University as a “service animal” under the ADA, the assistance animal is only authorized to be present in the specific dwelling in which the disabled resident resides.

8. Assistance animals shall be clean and well-groomed so as not to create health or safety issues with other residents in the dwelling. Assistance animals must be free of fleas and other parasites.
9. Resident is responsible for any damage caused by the assistance animal to the property of Mercyhurst University or others.
10. If Mercyhurst University receives a report or complaint that an assistance animal is interfering with the reasonable enjoyment of other residents sharing the dwelling (e.g. allergies, phobias, religious preference, and need for quiet, etc.), Mercyhurst University Residence Life Office will work with all parties to attempt to find a reasonable solution to the problem.
11. Assistance animals are not permitted in any other resident’s private area (for example, the room in which they sleep) without the express invitation of that resident.
12. Residents with assistance animals will provide University Housing with contact information for an alternative care giver if the resident is unable, or unwilling to provide adequate care for the assistance animal.

V. Appeal Procedure

The purpose of the appeal process is to ensure that this Policy is administered in a fair, nondiscriminatory and consistent manner. A resident may request an appeal of the determination of the Division of Student Life regarding requests for assistance animals.

- To initiate an appeal, the resident must submit a written request for appeal to Alice Agnew, aagnew@mercyhurst.edu, 300 Old Main, within five business days after receiving written notice from the Division of Student Life that the request for accommodation has been denied.
- The appeal will be forwarded to the Vice President for the Division of Student Life for review. The Vice President for the Division of Student Life, or his/her designee, shall contact the student and schedule a date for a hearing. The hearing will typically be held within ten business days from the date the University receives the appeal and, in any event, the hearing will not be unduly delayed.
- The Vice President for the Division of Student Life shall issue a written decision within five business days after the date the hearing is completed.

Residents also have appeal rights as set forth under the Fair Housing Act and Section 504 of the Rehabilitation Act.

ASSISTANCE ANIMAL REGISTRATION FORM

Name of Owner: _____

Registration Start Date: _____

Permanent Address: _____

Registration End Date: _____

City, State, Zip: _____

Campus Address: _____

Student ID Number: _____

Email Address: _____

Cell Phone Number: _____

Description of Animal

Name of Animal: _____

Age: _____

Type of Animal / Breed: _____

Color: _____

Has the Assistance Animal ever bitten or shown aggression toward people? If yes, when? Please describe the incident(s). _____

Local Emergency Contact Information

By providing the following information, I understand that the Residence Life Office has the right (but not the duty) to take my animal to the below listed veterinarian in the event that I cannot be contacted in an emergency.

Veterinarian's Name: _____

Veterinarian Clinic: _____

Address: _____

Phone Number: _____

Assistance Animal Documentation Checklist

____ Assistance Animal Registration Form

____ Animal Picture

____ Assumption of Liability Statement

____ Alternate or Emergency Caregiver

____ Documentation from a Mental Health Professional

____ Room Condition Report

____ Veterinarian Report

____ License / Rabies Tag # _____

____ Proof of Flea Control (if applicable)

____ Proof of Spaying / Neutering (if applicable)

____ Vaccination Certificate / Shot Record

____ Veterinarian Verification Form (to be completed by the Veterinarian)

I have read the Mercyhurst University Animal Policy, and I understand that failure to comply with these guidelines may result in the revocation of this registration:

Signature of Animal Owner

Date

Signature of Director of Residence Life

Date

MERCYHURST UNIVERSITY

Residence Life Office

Assumption of Liability Statement

I, _____, assume all responsibility for supervising the animal that I have registered with the Residence Life Office. Additionally, I assume any and all liability for all actions of said animal.

I agree I shall, at my own expense, indemnify, defend and hold Mercyhurst University, its directors, trustees, administrators, employees, students, agents, affiliates, designees and assignees harmless from and against any and all suits, causes of action, proceedings, loss, damage, liability or expense, including defense costs and legal fees, and claims of any nature, including but not limited to, damage to property and personal injuries arising out of or resulting from my assistance animal's presence on Mercyhurst University property.

Neither the Residence Life Office nor Mercyhurst University is responsible for supervising the registered animal, nor do they assume liability for the actions of the animal. I agree and understand that Mercyhurst University is not responsible nor liable if the animal is lost, stolen or injured. I am providing an alternate/emergency caregiver for the animal should I be unavailable to address concerns regarding the animal.

Signature of Animal Owner

Date

Alternate or Emergency Caregiver

Name: _____

Phone Number: _____

Address: _____

City, State, Zip: _____

Relationship to Student: _____

VETERINARIAN VERIFICATION FORM

(To be completed by the Veterinarian)

Veterinarian's Name: _____ Clinic Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Assistance Animal Information:

Owner's Name: _____ Animal's Name: _____

Type of Animal and Breed: _____

Sex: _____ Spayed/Neutered: _____

Please check all that apply:

Canine Vaccinations

- DHLPP + C (Distemper, Hepatitis, Leptospirosis, Parvovirus, Parainfluenza, Corona)
- Bordatella
- Rabies

Other: _____

Feline Vaccinations

- FVRCP (Panleukopenia, Rhinotracheitis, Calicivirus, Chlamydia)
- FeLV (Feline Leukemia)
- Bordatella
- Rabies

Other: _____

I verify the above mentioned Assistance Animal has all current vaccinations as required.

I verify that all the above vaccinations will remain current through one year.

I verify that the above mentioned animal has been given a stool sample test for internal parasites.

I verify that the above animal is in general good health.

Veterinarian Signature: _____

Date: _____