



Gwynedd Mercy University Emotional Support Animal Policy

Gwynedd Mercy University recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of Emotional Support Animals under the Fair Housing Act (FHA) that provide physical and/or emotional support to individuals with disabilities. Gwynedd Mercy University is committed to allowing Emotional Support Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This Policy explains the specific requirements applicable to an individual’s use of an Emotional Support Animal in University housing. The school reserves the right to amend this Policy as circumstances require. This policy applies solely to Emotional Support Animals which may be necessary in University housing under the FHA. It does not apply to “service animals” as defined by the ADAAA.

The Fair Housing Act defines disability as a physical or mental impairment that substantially limits one or more major life activities. Under this definition, an impairment is a disability if it substantially limits the ability of the person to perform a major life activity as compared to the average person in the general population. The definition also takes into account any mitigating measures, such as medication or other treatment or therapies, the person is employing that may relieve the substantial limitations caused by the impairment. If the mitigating measure(s) eliminates the substantial limitations caused by the impairment, the person does not have a disability.

Although it is the policy of Gwynedd Mercy University that individuals are generally prohibited from having animals of any type in University housing, the school will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an Emotional Support Animal that is necessary and reasonable because of a disability. **However, no Emotional Support Animal may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.**

I. Definitions

A. Emotional Support Animal

Emotional Support Animals (ESA) are a category of animals that may work, provide assistance, or perform physical tasks for an individual with a disability and/or provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but which are not considered Service Animals under the ADAAA and Gwynedd Mercy University’s Service Animal Policy. Some Emotional

Support Animals are professionally trained, but in other cases Emotional Support Animals provide the necessary support to individuals with disabilities without any formal training or certification.

The question in determining if an ESA will be allowed in University 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 University housing and its presence in University housing is reasonable. However, even if the individual with a disability establishes necessity for an ESA and it is allowed in University housing, an ESA is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.).

B. Owner

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

C. Student Accessibility Services

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

II. Procedures For Requesting Assistance Animals in University Housing

The procedure for requesting an ESA follows the general procedures set forth in the Housing Accommodation Policy and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the Housing Accommodation Policy, this Policy shall control.

III. Criteria for Determining If Presence of the ESA is Reasonable

A. University 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 University housing, the University reserves the right to assign an individual with an ESA to a single room without a roommate.

B. However, for all requests for an ESA, Student Accessibility Services shall nonetheless consult with Residence Life and Director of the Health and Wellness Center 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 University housing policies; and/or (3) poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including University property.

C. The University 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 an ESA:

1. The size of the animal is too large for 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 poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

The University will not limit room assignments for individuals with an ESA to any particular building or buildings because the individual needs an ESA because of a disability.

D. All requests for ESAs must be completed by the following dates: new requests must be completed by May 1st. Returning students must contact the AC to renew their request by March 15th. Requests received after these dates may not be able to be fulfilled until the following semester.

IV. Access to University Facilities by ESAs

A. Emotional Support Animals

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. The ESA must also be properly contained and /or crated within the Residence hall room when the owner is not present. 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 University facilities other than University residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

Persons with disabilities may request approval from the Accessibility Coordinator (AC) to have the emotional support animal accompany them to other campus areas as a reasonable accommodation. Such requests will be considered on a case-by-case basis consistent with applicable laws. Such requests must follow the procedures as outlined for reasonable accommodations on the Student Accessibility Services (SAS) web page and in the SAS manual.

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 University housing. Owners must keep the animal under control and take effective action when it is out of control.

V. Owner's Responsibilities for Emotional Support Animal

If the University 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:

A. General Responsibilities

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. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.
2. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by the University.
3. 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.
4. The University will not ask for or require an individual with a disability to pay a fee or surcharge for an approved ESA.
5. General grooming of the service animal is expected to avoid significant odors and or to manage shedding. Owners may not use human showers/tubs within the university residential community to bathe or clean their service animal.
6. Owners are responsible for taking effective precautions to avoid flea and tick infestations. If the service animal is found to have fleas or ticks, the handler will be responsible for eliminating the fur coat infestation, laundering all pet bedding, and treating carpet and upholstery in the handler's living space accordingly and related costs.
7. An individual with a disability may be charged for any damage caused by his or her ESA beyond reasonable wear and tear to the same extent that 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 if necessary as part of the University'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 a University-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. The University shall have the right to bill the Owner's account for unmet obligations under this provision.

8. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, etc.).
9. ESAs may not be left overnight in University Housing to be cared for by any individual other than the Owner. If the Owner is to be absent from his/her residence hall overnight or longer, the animal must accompany the Owner or other arrangements made to remove the ESA from the Residence Hall. This includes but is not limited to all University holidays and breaks. The owner agrees to abide by the policies contained in Residence Life pet policy.
10. The Owner is responsible for ensuring that the ESA is contained, as appropriate, within the Residence Hall room when the Owner is not present during the day while attending classes or other activities. Crating of an ESA or another form of containment appropriate to the animal is acceptable. The Owner must provide proof of appropriate containment.
11. 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 (e.g. Plant Services work) or cause difficulties for individuals who reside there.
12. The Owner agrees, as all students do, to continue to abide by all other Residence Life policies. Having an ESA does not preclude the Owner from following all other guidelines found in the Annual Room and Board Contract and student's code of conduct or student handbook.
13. The animal is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify Student Accessibility Services in writing if the ESA is no longer needed or is no longer in residence. To replace an ESA, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Policy and the Housing Accommodation Policy when requesting a different animal.
14. The Owner must provide Student Accessibility Services and Residence Life with the name and contact information of a person to care for the animal if the Owner becomes incapacitated or is unable to care for the animal independently. The named person may not be another student currently residing in the University's housing.
15. University personnel, staff, or student employee 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.

16. The individual must provide written consent for Student 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, Residence Life personnel (including professional staff and resident assistants), 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.

VI. Removal of Emotional Support Animals

The University may require the individual to remove the animal from University housing if:

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

In considering whether an assistance animal poses a direct threat to the health or safety of others, the University will make an individualized assessment, based on reasonable judgment, current medical and/or veterinary knowledge, or the best available objective evidence, to determine:

- (1) the nature, duration, and severity of the risk;
- (2) the probability that the potential injury will actually occur; and
- (3) whether reasonable modifications of policies, practices, procedures, or the provision of auxiliary aids or services, will mitigate the risk.

The AC shall provide a written statement of explanation to any person with a disability if a determination is made based on any of the above criterion.

Any removal of the animal will be done in consultation with the Accessibility Coordinator and

may be appealed by use of the Grievance Policy as outlined in the Student Accessibility Services Manual. The Owner will be afforded all rights of due process and appeal as outlined in that process.

The ESA must be removed from the residence hall within 48 hours of the being notified. The ESA will remain off campus and is not allowed in University housing during the process of appeal following notification of removal.

Should the ESA 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.

VII. Non-retaliation Provision

The University will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an ESA.

Acknowledgement and Release of Information Consent Form

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 and forms required to complete my request for an Emotional Support Animal under the University's ESA Policy for University Housing. I have read and understand the ESA Policy and Agreement and I agree to abide by the requirements applicable to ESAs. I understand that if I fail to meet the requirements set forth in the Policy, the University has the right to remove the ESA 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 Student Accessibility Services and Residence Life Staff to disclose to others impacted by the presence of my ESA that I will be living with an animal as an accommodation. Examples are but are not limited to Residence Life staff, potential and/or actual roommate(s)/neighbor(s), housekeeping staff, public safety staff, and emergency contact. I understand that this information will be shared with the intent of preparing for the presence of the ESA and/or resolving any potential issues associated with the presence of the ESA.

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

Owner's Signature _____ Date _____

Accessibility Coordinator _____ Date _____

Residence Life Representative _____ Date _____