

## **Assistance Animal Campus Housing Policy and Agreement Assumption University**

Assumption University (AU) is committed to providing reasonable accommodations to all students with disabilities as required by the Americans with Disabilities Amendments Act of 2008 (“ADA Amendments Act”), Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Act. The University engages in an interactive and collaborative process with students in order to determine eligibility for reasonable accommodations, including the accommodation of Assistance Animals. Assumption University reserves the right to amend this Policy as circumstances require. This policy applies solely to “**Assistance Animals**” (defined below) which may be necessary in Campus housing. It does not apply to “**Service Animals**” as defined by the ADA Amendments Act.

Although it is the policy of Assumption University that individuals are prohibited from having animals of any type in campus housing, Assumption University will consider a request by an individual with a disability for reasonable accommodation from this prohibition. However, no Assistance Animal may be kept in Campus housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this policy. Violation of this rule may result in suspension from the residence hall.

### **DEFINITIONS**

#### **Pets**

A "pet" is any animal kept for ordinary use and companionship. Assistance Animals, as defined below, are not considered pets.

#### **Assistance Animal**

“Assistance Animals” are a category of animals that may work, provide assistance or perform physical tasks, for an individual with a disability. Assistance Animals may provide necessary emotional support to an individual with a mental or psychiatric disability that ameliorates one or more identified symptoms or effects of a person's disability, but which **are not considered Service Animals** under the ADAAA and AU’s Service Animal Policy. Unlike Service Animals, Assistance Animals are not required to be trained to perform work or tasks, and they include species other than dogs and miniature horses.

*For the purposes of this document, whenever the word “Assistance Animal” is used, the above definition is implied.*

## **Owner/Handler**

The “Owner/Handler” is the individual who has requested the accommodation and has received approval to bring an Assistance Animal into Campus Housing.

## **PROCEDURE FOR REQUESTING ASSISTANCE ANIMALS IN CAMPUS HOUSING**

Assumption University will accept and consider requests for reasonable accommodation in university housing at any time. The individual making the request for an Assistance Animal should complete the steps outlined in the policy as soon as practicably possible before moving into university housing. However, if the request for accommodation is made fewer than 60 days before the individual intends to move into university housing, Assumption University cannot guarantee that it will be able to meet the individual’s request for an Assistance Animal during the first semester or term of occupancy.

If approved as a “reasonable accommodation” for the individual with a disability, the assistance animal may live in Campus housing, including accompanying such individual in all public or common use areas of campus housing. Assistance Animals are not permitted in other areas of the Campus (e.g., dining facilities, libraries, academic buildings, labs, athletic buildings, recreation facilities, etc.).

The Accommodations Committee requires a completed Assistance Animal request form from a qualified licensed physician or qualified mental health practitioner from the State of Massachusetts or the applicants’ home state including without limitation a qualified psychiatrist, social worker, or other mental health professional. The documentation must provide sufficient information for Assumption University to determine:

1. That the individual qualifies as an individual with a disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities); and
2. That the assistance animal is necessary to afford the individual with a disability an equal opportunity to use and enjoy Campus housing (i.e. that the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of the disability).

Assumption University reserves the right to verify the reliability, credibility and credentials of the practitioner issuing the documentation and to verify that the individual is under the ongoing care of said practitioner.

Assumption University will not require any surcharges or fees for Assistance Animals. However, an individual with a disability may be charged for damage caused by an assistance animal to the same extent that Assumption University would normally charge a person for the damage they cause.

## **CRITERIA FOR DETERMINING IF REQUEST IS A REASONABLE ACCOMMODATION**

- Campus 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 assistance animals is not an undue administrative burden or fundamental alteration of Campus housing, Assumption University reserves the right to assign an individual with an assistance animal to a single room without a roommate.
- For all requests for assistance animals, the Accommodation Committee makes a determination on a case-by-case basis of whether the presence of an assistance animal is a reasonable and necessary accommodation. A request for an assistance animal may be denied as unreasonable if the individual is not considered an individual with a disability, the requested accommodation is not deemed to be a reasonable accommodation, the presence of the animal: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters Campus housing policies; and/or (3) poses a direct threat to the health and safety of others or would cause property damage to the property of others, including Campus property.
- Assumption 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 Assistance Animals:
  - The size of the animal is too large for available assigned housing space;
  - The animal's presence would force another individual from housing (e.g. serious allergies);
  - The animal's presence violates individuals' right to peace and quiet enjoyment;
  - 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 in the past a direct threat to the individual or others such as aggressive behavior towards the individual or others; or
  - The animal causes or has caused damage to housing beyond reasonable wear and tear.
  - A roommate, for good reason, objects to living with the Assistance Animal.

Assumption University will not limit room assignments for individuals with Assistance Animals to any particular building or buildings.

### **ACCESS TO CAMPUS FACILITIES BY ASSISTANCE ANIMALS**

Assistance Animals are not allowed in Campus facilities other than the Campus housing to which the individual is assigned. Assistance Animals must be contained within the privately assigned Campus housing to which the individual is assigned except to the extent the individual is taking the animal out for natural relief. When an Assistance Animal is outside the private Campus housing, it must be in an animal carrier or controlled by a leash or harness. No owner shall permit the animal to run at large or run loose. If an animal is found running at large, the animal is subject to capture, confinement and immediate removal from Campus housing.

## INDIVIDUAL'S RESPONSIBILITIES FOR ASSISTANCE ANIMALS

### Owner's Responsibilities

If Assumption University grants an individual's request to reside with an Assistance Animal, the University is not responsible for the care or supervision of the animal. The owner/handler is solely responsible for the custody, care, cost and supervision of their Assistance Animal and must meet and maintain the following requirements:

- Owner/handler must comply with the same university rules regarding noise, safety, disruption, and cleanliness as individuals without Assistance Animals.
- Compliance with any current city, county and state ordinances, laws and regulations pertaining to animal licensing, vaccination, and owner identification. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate and license for the animal.
- Keeping the animal under control and taking effective action when it is out of control.
- Ensure that the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Assistance Animal and/or discipline for the individual.
- Feeding and walking the animal, cleaning up after and properly disposing of the animal's waste in a safe and sanitary manner, or soliciting proper assistance. ***Waste disposal via campus plumbing is prohibited in campus residences and throughout campus. All animal waste should be disposed of in exterior trash receptacles. A violation of this health regulation may result in suspension from residence for both the individual and the Assistance Animal.***
- An individual with a disability may be charged for any damage caused by his or her Assistance Animal 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. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls.
- Assistance Animals may not be left overnight in Campus 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, including but not limited to all periods where the university resident halls are closed, the animal must accompany the Owner. The Owner is responsible for ensuring that the Assistance Animal is contained in an animal carrier, crate, cage or otherwise appropriate container when the Owner is not present during the day while attending classes or other activities.
- 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.

The animal is allowed in Campus housing only as long as it is necessary because of the Owner's disability. The Owner must notify Student Accessibility Services and Residential Life in writing if the Assistance Animal is no longer needed or is no longer in residence. To replace an Assistance Animal, the new animal must be necessary because of the Owner's disability and the Owner must re-apply through the housing accommodation process.

Assumption University personnel shall **not** be required to provide care or food for any Assistance Animal including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm and will not be held responsible for the care, damage to, or loss of the animal.

The individual must provide written consent for the University to disclose information regarding the request for and presence of the Assistance Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel, Public Safety, 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. Additionally, the individual, roommate(s) and Residential Life personnel will meet to discuss roles and responsibilities related to the Assistance Animal.

## **REMOVAL OF ASSISTANCE ANIMAL**

Assumption University may require the individual to remove the assistance animal from Campus housing if:

- the animal is out of control and effective action on the part of the owner/handler is not taken to control it;
- the animal is unruly, disruptive, aggressive towards others, in ill health or habitually unclean;
- the animal is not housebroken (or in the case of an Assistance Animal that deposits waste in a designated cage or litter box, the owner fails to clean such cage or box such that the cleanliness of the room is not maintained);
- the animal's presence results in a fundamental alteration of a Campus program, or it poses a direct threat to the health or safety of others or causes property damage to the university or to others.
- The owner/handler fails to comply with owner's responsibilities as described herein.

In considering whether an Assistance Animal poses a direct threat to the health or safety of others, Assumption University will make an individualized assessment based on reasonable judgment, current medical 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. If a determination is made that the presence of that person's assistance animal would fundamentally alter the nature of a program, service, or activity, a administrator of the University will provide the individual with a disability a written statement of explanation.

In the event that restriction or removal of an assistance animal is determined to be necessary, the individual with a disability will still be given the opportunity to attend classes and other university activities without having the assistance animal present.

The above provisions on restrictions and exclusions is not intended to cover modifications to reasonable accommodations. The reasonable accommodation process and modifications to reasonable accommodations are covered under Assumption University's policy on reasonable accommodations.

If an individual is required to remove an assistance animal from Campus housing, it is the individual's responsibility to physically remove the animal.

### **RIGHT TO AN APPEAL**

If an individual is denied the accommodation of an assistance animal, and/or if an individual is required to remove an assistance animal from Campus housing, he/she has the right to appeal this decision through the Housing Accommodation Appeals Process.

If the student believes that the request for housing accommodation has not been met, he or she may appeal. Appeals must be received in writing by the Associate Vice President for Academic Affairs within 7 working days of the Accommodations Committee's communication.

The Associate Vice President for Academic Affairs then assembles and chairs the Accommodations Appeals Committee, consisting of representatives from Student Affairs. The Dean of Undergraduate Studies will notify the student in writing of the Appeals Committee's decision. The appeals process will be completed within 30 days from the date the appeal is received by the Associate Vice President for Academic Affairs. The decision of the Accommodations Appeal Committee is final.

### **NON-RETALIATION PROVISION**

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

By my signature below, I verify that I have read, understand and will abide by the requirements outlined herein and I agree to provide the information and professional documentation required to complete my request for a reasonable accommodation under the Assumption University Assistance Animal Policy for Campus Housing.

