

Definitions and Policy on Assist Animals (both Service and Emotional Support Animals)

Messiah College Assist Animals Policy

While Messiah College (the “College”) maintains a no pet policy, the College complies with the Americans with Disabilities Act, as amended, in allowing use of service animals for visitors, students and employees. Messiah College also complies with the Fair Housing Act and allows approved emotional support animals for residential students.

Service Animals

The Americans with Disabilities Act, as amended (“ADA”), defines service animals as dogs that have been individually trained to do work or perform tasks for an individual with a disability. In addition, a service animal may include a miniature horse which has been individually trained to do work or perform tasks for the benefit of the individual with a disability, where the College determines it can reasonably accommodate the miniature horse in their facilities, based on an assessment of the following factors: (1) whether the miniature horse is housebroken; (2) whether the miniature horse is under the owner’s control; (3) whether the facility can accommodate the miniature horse’s type, size, and weight; and (4) whether the miniature horse’s presence will not compromise legitimate safety requirements necessary for safe operation of the facility.

The task(s) performed by the service animal must be directly related to the person’s disability. Examples of such tasks include guiding people with impaired vision, alerting people who are hearing impaired, pulling a wheelchair, fetching dropped items, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder during an anxiety attack, or performing other duties.

This definition means that:

1. an individual must have a disability as defined by the ADA, and
2. the dog or miniature horse must be trained to do specific tasks directly related to the qualified individual’s disability.

If the animal meets this definition, it is considered a service animal regardless of whether it has been licensed, certified, or trained as a service animal. The College complies with the ADA in allowing use of service animals for both short-term visitors and longer-term students and employees.

Emotional Support Animals

Per the Fair Housing Act (FHA), the College provides reasonable accommodations for emotional support animals in residential housing. An emotional support animal is an animal that provides necessary therapeutic benefits to its owner through companionship. Unlike service animals, defined above, emotional support animals are only allowed in the student’s room/apartment and designated outside areas. Emotional support animals are not permitted in all areas of campus.

Handler

An individual with a disability being assisted by a service animal or emotional support animal. A personal care assistant may be considered a handler for a person with a disability.

Removal of a Service Animal or Emotional Support Animal

Assist animals may be removed from the College for the following reasons:

1. If the animal poses a direct threat to the health or safety of others (ie: bit or has bitten someone in the past).
2. The animal is not housebroken.
3. If the presence of the animal would fundamentally alter the nature of the goods, services, programs, or activities provided to the public.
4. If the animal does or is likely to do physical damage to the property of the college or other students that cannot be reduced by another reasonable accommodation.
5. If the presence of the animal would cause an undue financial or administrative burden or an alteration of the College's program(s).
6. Disruption:
 - a. If an animal that is unruly or disruptive (e.g., barking, running around unleashed, aggressive toward others, bringing attention to itself, excessive flatulence, etc.) the handler may be asked to remove the animal from College facilities. If the improper behavior happens repeatedly, the handler may be asked not to bring the animal into any College facility until the handler takes significant steps to mitigate the behavior. Mitigation may include muzzling a barking animal or refresher training for both the animal and the handler, as appropriate.
 - b. If the animal hinders other students from pursuing their role as a student to the best of their ability, the handler may be asked to remove the animal from College facilities. If the improper behavior happens repeatedly, the handler may be asked not to bring the animal into any College facility until the handler takes significant steps to mitigate the behavior. Mitigation may include muzzling a barking animal or refresher training for both the animal and the handler, as appropriate.

Approval Checklist for a Service Animal or Emotional Support Animal

- _____ Contact Disability Services and document need for service animal or assist animal.
- _____ Register Animal on Campus - [DS Form: Registry for Service Animals](#).
- _____ Complete the medical housing form.
- _____ Sign a liability release form.
- _____ Sign Residential Animal Agreement.
- _____ Submit signed Roommate Agreement.
- _____ Submit Veterinarian Verification form.
- _____ Sign an authorization form allowing Disability Services to notify appropriate campus personnel/offices of the presence of the animal and any special circumstances relevant to service or emotional support animal usage.
- _____ Meet with a Residence Life professional to review the Residential Animal Agreement & expectations.

Responsibilities of the Handler

- Complete and submit [DS Form: Registry for Service Animals](#). All service animals and emotional support animals must be registered with Disability Services.
- It is suggested, but not required, that service animals and emotional support animals be fitted with some identifying equipment such as a harness, cape or backpack as appropriate.
- Provide current clean health certificates. Current rabies and vaccination tags are required to be displayed on the animal's collar or harness.
- The care and supervision of a service animal or emotional support animal is the sole responsibility of the handler. The animal must be maintained and used at all times in ways that do not create safety hazards for other persons. Minimal equipment, such as a leash, is required by which the animal is kept under control, unless these devices interfere with the animal's work or the person's disability prevents use of these devices. Under such circumstance, the animals must still be under the control of the handler at all times.
- State specific plans for maintenance of the animal while on campus. The College will identify suitable areas where service animals can relieve themselves. Handlers should 1) always carry equipment and bags sufficient to clean up the animal's waste, and 2) properly dispose of the feces in an outside dumpster in a plastic bag that is securely tied shut. Persons who are not physically able to pick up and dispose of animal feces are responsible for making all necessary arrangements for assistance. The College is not responsible for these services.
- Sign an authorization form allowing Disability Services to notify appropriate campus personnel/offices of the presence of the animal and any special circumstances relevant to the animal usage.

Conflicting Disabilities

Some students or employees may have allergies to animals that are severe enough to be considered a disability. If there is a conflict between a service or emotional support animal and a student or employee with a severe allergy, the College will take into account the needs of both students/staff and make a quick and fair decision that reasonably accommodates both parties. Students requesting allergy accommodations should contact Disability Services. Employees requesting allergy accommodations should contact Human Resources.

A. Appeals & Grievances

Any student who is dissatisfied with the outcome of their request for a service animal or emotional support animal may appeal the decision to the Associate Dean of Students. The appeal must be made within 5 days of the original decision.

B. Requirements for Faculty, Staff & Students Related to Service Animals

- Allow a service animal to accompany the handler at all times and everywhere on campus. Courts have upheld the rights of service animal handlers to take service animals into food-service locations.
- Do not pet a service animal; petting a service animal when the animal is working distracts the animal from required tasks.
- Do not feed a service animal. The service animal may have specific dietary requirements. Unusual food or food at an unexpected time may cause the animal to become ill.
- Do not deliberately startle a service animal.
- Do not separate or attempt to separate a handler from his or her service animal.

Residential Animal Agreement

Terms

For the sake of brevity, the term “Assist Animal” will be used in this document to include emotional support animals and service animals.

The term “student partner” is used for the student who benefits from the presence of and relationship with the Assist Animal.

The term “handler” used within this document refers to the student partner of the Assist Animal, as well as any other person who is in control of the Assist Animal, e.g., a guest or personal attendant.

Animal Care, Health & Behavior

_____ An Assist Animal may reside in a College residence with its handler upon approval by the Office of Disability Services provided that it meets all Conditions for Keeping a Service Animal or Conditions for Keeping an Assistance Animal, as set forth in the College’s Policy on Assist Animals.

_____ Dangerous, poisonous, and/or illegal animals are not permitted to serve as Assist Animals.

_____ The Assist Animal must be under the control of its handler at all times while on College property, including inside the College residence. It is expected that the Assist Animal will be controlled by a leash or harness at all times while on or in College property, unless these devices interfere with the animal’s work or the person’s disability prevents use of these devices. The Assist Animal may be off-leash/harness within the confines of the handler's bedroom. When the Assist Animal is unattended, it must remain in the handler's bedroom.

_____ The College may exclude/remove an animal when it does not meet Conditions for Keeping a Service Animal or Conditions for Keeping an Assistance Animal, as set forth in the College’s Policy on Assist Animals.

_____ Assist Animals must have all veterinarian-recommended vaccinations to maintain the animal’s health and prevent contagious diseases. Handlers are expected to submit documentation of vaccinations before July 1 for the Fall semester and November 1 for the Spring semester as part of the housing assignment process and with each annual review. The College reserves the right to request an updated verification at any time during the animal’s residency.

_____ Dogs are required to be licensed and in compliance with Cumberland County legislation. A Cumberland County dog license must be obtained and kept current.

_____ Assist Animals, if taken outside the residence, must wear identification tags with a campus address and any vaccination information.

_____ If a student handler does not live within 50 miles of the college he/she is required to find a local vet for care of the Assist Animal.

_____ Handlers are responsible for properly containing and disposing of the animal's solid waste (e.g. feces). The College will identify suitable areas where assist animals can relieve themselves. Handlers should 1) always carry equipment and bags sufficient to clean up the animal's feces, and 2) properly dispose of the feces in an outdoor dumpster in a securely tied plastic bag.

- a. Indoor Assist Animal waste and/or used litter must be placed daily in a plastic bag and securely tied before being disposed of in an outside trash dumpster.
- b. Outdoor Assist Animal solid waste must be immediately retrieved by the handler, placed in a plastic bag and securely tied before being disposed of in an outside trash dumpster.

_____ Handlers are responsible for feeding and watering the Assist Animal within the confines of their bedroom.

_____ Assist Animal food should be kept in a closed container within the handler's bedroom.

_____ If the animal vomits, urinates, leaves solid waste, and/or becomes incontinent, it is the responsibility of the handler to make sure the contaminated area is cleaned up immediately. If the contamination occurs indoors, clean-up must include disinfectant of the area and carpet or floor treatment to minimize damage to the facility. The handler is required to provide his/her own cleaning products for the clean-up.

_____ Regular bathing or cleaning of the animal is expected to avoid significant odors or shedding. A pet wash is available at Mermaid Car Wash – 90 Cumberland Drive, Mechanicsburg, PA.

Student Partner Responsibilities

_____ The student partner is responsible for assuring that the animal does not interfere with the routine activities of the College and residence or cause difficulties for students who reside there. Sensitivity to residents, staff and faculty with allergies, and to those who fear animals, is an important consideration for the handler in order to ensure a community environment that supports the individual needs of all who reside or work at the college. The student partner should refer any known students to the Disability Services Office and/or the Residence Life staff who will determine if additional accommodations need to be made.

_____ The student partner is financially responsible for the actions of the animal including bodily injury or property damage, beyond ordinary wear and tear, including, but not limited to, any replacement of furniture, carpet, drapes, or wall covering. The student partner is expected to reimburse these costs upon repair.

_____ The student partner is aware that there will be inspections in the room/apartment for damage, cleanliness and infestations of pests, specifically fleas or ticks. Handlers are expected to report any suspected flea or tick infestations and are responsible for taking effective precautions to avoid flea and tick infestations. If fleas, ticks or other pests are detected within the residence, the College will work with a pest management company to treat the infestation. The student partner will be billed, as are all students, for the expense of any required pest management due to the actions or negligence of the student partner. If the Assist Animal is found to have fleas or ticks, the handler will be responsible for eliminating the infestation, laundering all pet bedding, and treating carpet and upholstery in the partner living space accordingly.

_____ The student partner of an Assist Animal that is unruly or disruptive (e.g., barking, running around unleashed, aggressive toward others, bringing attention to itself, excessive flatulence, etc.) may be asked to remove the animal from College facilities. If the improper behavior happens repeatedly, the student partner may be asked not to bring the animal into any College facility until the student partner takes significant steps to mitigate the behavior. Mitigation may include muzzling a barking animal or refresher training for both the Assist Animal and the student partner, as appropriate. Should the Assist Animal be disqualified or removed from the premises for any reason, the student partner will remain

responsible for the terms and conditions of the housing contract for the remainder of the academic year.

_____ The student partner will contact Facilities at 691-6011 to set up an appointment if they are requesting work to be done in the room or apartment and will notify Facilities that an Assist Animal is in the room. A decal may be placed on the room/apartment door to indicate an Assist Animal is inside the room.

_____ The student partner agrees, as all students do, to continue to abide by all other Residential Life policies. Having an animal does not preclude the student partner from following all other guidelines found in the Housing Agreement and the Messiah College's Code of Conduct found in the Student Handbook.

_____ Whenever the student partner is away from their room or apartment for a vacation or break, it is expected that the assist animal is taken with them. This includes going away for weekends. It is NOT permissible for the student partner to find a Messiah resident to watch their animal for them.

_____ Any violation of the above rules and guidelines will be reviewed by the Associate Dean of Students. The student will be afforded appropriate due process within this review.

By my signature below, I verify that I have read, understand, and will abide by the guidelines outlined here.

Resident Student Partner Signature

Date

Director of Disability Services

Date

RD signature

Date

*Many thanks to Bethel University (MN) for allowing us to adapt and use their policy

Roommate Agreement

By my signature below, I agree to the statements listed below and agree to share the assigned residential space with the service or emotional support animal and student partner and follow the etiquette outlined in this agreement. Should I have any concerns regarding the care and control of the approved assistance animal, I will discuss my concerns with the student partner and then with Residence Life staff if the student partner and I cannot come to an agreement.

- I have been notified of the size and type of service or emotional support animal my roommate has.
- I understand that I may request a housing change if I am unwilling to live with the service or emotional support animal.
- I will contact Facilities at 691-6011 to set up an appointment if we are requesting work to be done in our room.
- I am aware that there will be regular inspections in our room/apartment for damage, cleanliness and infestations of pests, specifically fleas or ticks.
- I will avoid touching the service or emotional support animal or its student partner without permission.
- I will not make noises at the service or emotional support animal as it may distract the animal from doing its job.
- I will not feed the service or emotional support animal as it may disrupt its schedule.
- I will not attempt to startle the service or emotional support animal.
- I will not attempt to separate the service or emotional support animal from its student handler.

Printed Name

Signature

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

VETERINARIAN VERIFICATION FORM

Please complete the following information:

Veterinarian's Name and/or Clinic Name

Address

City State Zip

Phone Number and Fax

Service/Emotional Support Animal Information:

Owner's Name: _____

Service/Emotional Support Animal's Name: _____ Animal Type: _____

Breed: _____ Sex: _____ Spayed/Neutered: _____

Please check all that apply:

• Canine Vaccinations

☐ DHLPP + C (Distemper, Hepatitis, Leptospirosis, Parvovirus, Parainfluenza, Corona)

☐ Bordatella

☐ Rabies

• Feline Vaccinations

☐ Bordatella

☐ Rabies

☐ FeLV (Feline Leukemia)

☐ FVRCP (Panleukopenia, Rhinotracheitis, Calicivirus, Chlamydia)

1. I verify the above mentioned Service/Emotional Support Animal has all current vaccinations as required.
2. I verify that all the above vaccinations will remain current through one year.
3. I verify that the above mentioned animal has been given a stool sample test for internal parasites.
4. I verify that the above animal is in general good health.

Veterinarian's Signature: _____

Date: _____

If above veterinarian is not within 50 miles, please list the veterinarian that will be used locally:

Veterinarian’s Name and/or Clinic Name

Address

City State Zip

Phone Number and Fax

LIABILITY WAIVER AND RELEASE AGREEMENT

I acknowledge that I have a Service Animal or Emotional Support Animal ("Animal") on the premises of Messiah College (the "College") that has been individually trained to do work or perform tasks related to my disability.

Waiver and Indemnification: I, the undersigned, for myself, my heirs, personal representatives, assignees, executors, or administrators, do hereby completely and knowingly release, waive, forever discharge, indemnify, covenant not to sue, and hold harmless the College, its trustees, directors, officers, employees, agents, volunteers, and appointees (hereinafter jointly and severally referred to as the "Messiah College Released Parties") from any and all liabilities, claims, actions, suits, procedures, costs, expenses, and damages of any kind and nature whatsoever, including attorney's fees and costs, regardless of whether or not caused or alleged to be caused in whole or in part by the negligence or other fault of any of the Messiah College Released Parties, or otherwise, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, having my Animal on the College premises.

Severability: I expressly agree that the foregoing Waiver and Release Agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

Acknowledgment of Understanding: I have carefully read this Agreement, fully understand its terms, and understand that I am giving up substantial rights, including by right to sue Messiah College Released Parties. I acknowledge that I am signing the Agreement freely and voluntarily, and intend by my signature this to be a complete and unconditional release of all liability to the greatest extent allowed by law. By my signature, I represent that I am at least 18 years of age.

Signature: _____

Date: _____

Print Name: _____