

Guidelines for Support Animals on the St. John's Campus

Purpose:

To state the types of support animals that students are permitted to have on Memorial University St. John's Campus premises (hereinafter referred to as 'the St. John's Campus') and the conditions under which they may be present.

Scope:

Students on the St. John's Campus.

Definitions:

Emotional Support Animal (ESA) – any animal that provides emotional support or comfort which alleviates one or more identified symptoms or effects associated with its Partner's documented disability. Unlike a Service Animal, an Emotional Support Animal need not be individually trained or certified to perform any disability-related task and may not always accompany the Partner.

Partner – the individual student who is accompanying the Service Animal or Emotional Support Animal onto the St. John's Campus.

Pet – an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or Emotional Support Animal.

Service Animal – in accordance with, and as defined within the *Service Animal Act*, and the accompanying *Service Animal Regulations*, means an animal trained by a third party to provide assistance to a person student with a disability, having prescribed qualifications, and used by a person student with a disability:

- i. where it is readily apparent that the Service Animal is used by the person student for reasons relating to their disability, or
- ii. where the person student provides a letter from a physician, nurse, or psychologist confirming that the person requires the Service Animal for reasons relating to their disability.

Guidelines:

1.0 General Framework

1.1 Memorial University has a legal duty to provide access and to accommodate the needs of students with disabilities. This duty is articulated in Memorial University's [Accessibility Policy for Students with Disabilities](#). Memorial University must also provide a healthy and safe environment in which individuals can work, live and study. It recognizes the duty to accommodate Service Animals and Emotional Support Animals on its premises. It also recognizes its obligation to minimize the potential health and safety risks to individuals and disruptions that may result from the presence of animals on the St. John's Campus, as well as risks to the animals themselves. Memorial University does not have a legal duty to accommodate or permit the presence of Pets on the St. John's campus.

1.2 These duties are derived from the *Animal Health and Protection Act*, SNL 2010, c. A-9.1; the *Human Rights Act*, SNL 2010, c. H-13-1; and the *Service Animal Act*, SNL 2012, c. S-13.02.

1.3 Partners must comply with all provincial and municipal laws, regulations, and bylaws pertaining to licensing and animal control.

1.4 By bringing an animal onto the St. John's Campus, the Partner agrees:

Commented [MR1]: I like to capitalize defined terms throughout, so the reader is given a clue to look to the definition for more context. I've done this throughout. Just a stylistic preference!

Commented [MR2]: I think we should limit these definitions to students, so we avoid any questions about scope of the guidelines.

Commented [MR3]: We should hypertext to documents we're referencing.

Commented [MR4]: You'll see that I've removed the section below regulating the presence of pets on campus, as I think that's outside the purview of Blundon Centre. I'm proposing this statement that recognizes (and doesn't limit) the university's discretion to regulate the presence of pets.

- i. to accept sole financial and legal responsibility for the health, care, and behaviour of their animal while on the St. John's Campus;
- ii. to fully compensate Memorial University in respect of any damage or injury caused or contributed to by the presence of the animal on the campus; and
- iii. to indemnify, defend, and hold harmless Memorial University from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and legal expenses, arising out of or in connection with:
 - a. any injury to persons or damage to property caused by the animal;
 - b. the animal's presence or behaviour on the St. John's Campus; or
 - c. any failure by the Partner to comply with applicable laws, university policies, or these guidelines,

for which the student would be liable in law or equity.

1.5 A Partner may be asked for consent to the notification of other St. John's Campus community members who work or study with a Partner and their Service Animal or Emotional Support Animal, and such consent shall not be unreasonably withheld.

1.6 All St. John's Campus community members are expected to abide by the following:

- i. [Speak to the Partner before giving attention to the animal and refrain from inquiring about the Partner's disability or reason for using a Service Animal or Emotional Support Animal;](#)
- ii. [Maintain a respectful distance from the Service Animal or Emotional Support Animal. It is not appropriate to pet, feed, or startle an animal while it is working; ask permission before touching the animal as this might distract it from its work.](#)

Commented [MR5]: I moved this up out section 2 and made it more broadly applicable to service and emotional support animals.

2.0 Service Animals

2.1 Memorial University may, in accordance with the *Service Animal Act*, require the Partner to provide documentation confirming that the Partner requires a Service Animal for reasons relating to disability. A letter from a medical professional or psychologist confirming that need is generally considered acceptable.

2.2 Memorial University may, in accordance with the *Service Animal Regulations*, require the Partner to provide documentation confirming the qualifications of the Service Animal. The documentation must establish that the Service Animal:

- i. has successfully completed a Service Animal training program delivered by an accredited training school as defined under the *Service Animal Regulations*, or
- ii. is registered or certified as a Service Animal under the legislation of another jurisdiction in Canada.

2.3 Under law, a Service Animal has the right to be present anywhere its Partner has customary access, at any time.

2.4 All St. John's Campus community members are expected to abide by the following:

- Speak to the Partner before giving attention to the animal and refrain from inquiring about the Partner's disability or reason for using a service animal;
- i. — Maintain a respectful distance from the service animal. It is not appropriate to pet, feed, or startle a service animal while it is working; ask permission before touching the animal as this might distract it from its work; and
- ii. — Ensure that a Partner and their service animal can remain together; in case of an emergency, every effort should be made to keep the animal with its Partner. However, the first effort should be toward the Partner, this may necessitate leaving an animal behind in certain emergency situations.]

3.0 Emotional Support Animals

~~3.1 Emotional support animals are not permitted inside any building on the St. John's Campus, unless approved as a formal accommodation as a result of a documented disability.~~

3.12 Students who wish to be accompanied by an Emotional Support Animal inside any building on the St. John's Campus must submit a request for accommodation as well as any supporting documentation to Accessibility Services (Blundon Centre) in Student Life. The request for accommodation will be evaluated through the University Accessibility for Students with Disabilities Policy and its procedures.

3.23 Documentation under 3.12 will include, but may not be limited to, verification:

- i. of a disability,
- ii. that the animal is necessary to afford the Partner an equal opportunity to pursue post-secondary studies, as applicable,
- iii. of a clear, established relationship between the animal and the Partner, and
- iv. of an identifiable relationship between the disability and the assistance the animal provides.

3.34 In order for an Emotional Support Animal accommodation to be approved, a Partner must review and complete the *Emotional Support Animal Accommodation Agreement* (Appendix A), which sets out the Partner's responsibilities and details the terms and conditions of the reasonable accommodation. The *Emotional Support Animal Accommodation Agreement* must be renewed in accordance with that agreement.

3.45 Memorial University may, during the term of an approved Emotional Support Animal accommodation, impose additional conditions in relation to the accommodation where it deems such action to be appropriate in accordance with University policy. A Partner must abide by all additional conditions imposed in relation to their Emotional Support Animal accommodation.

3.56 Memorial University may require a Partner to remove their Emotional Support Animal from St. John's Campus premises and/or revoke an Emotional Support Animal accommodation where it determines that the animal poses a threat to the health and safety of others, where the Partner fails to comply with any conditions imposed in respect of the accommodation, or where the Partner or animal fails to comply with one or more of the requirements outlined in the *Emotional Support Animal Accommodation Agreement*, these Guidelines, University policy, or applicable law.

Commented [MR6]: This one feels a little bit out of scope. I'm not sure the Blundon Centre is appropriately positioned to be regulating how people should respond to emergency situations. I think the right for a Partner to remain together with their Service Animal is sufficiently provided for under s. 2.3 above.

Commented [MR7]: This also feels out of scope. This amounts to a prohibition of pets in indoor spaces on Campus, which I don't think Blundon Centre has the power to impose or enforce.

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4.0 Pets

4.1 Pets are not permitted inside any building on the St. John's Campus:

4.2 Pets are generally permitted on the grounds of the St. John's Campus provided that:

- i. —all vaccinations are up to date;
- ii. —they have any required licence;
- iii. —they are on a leash or in a carrier, as applicable;
- iv. —they are always under care and control, and
- v. —all waste is properly removed and disposed of immediately.

4.3 Pet owners who bring their pets on to the premises of the St. John's Campus accept all responsibility for any related liabilities and/or costs in the event of injury or damage to persons or property caused by their pets:

4.4 Memorial University reserves the right to prohibit a pet from the entirety or a portion of its premises, at its sole discretion:

4.5.0 Reporting Concerns

4.5.1 A member of the St. John's Campus community person wishing to report a concern relating to a student's support animal being accompanied by an animal on the St. John's campus may contact Accessibility Services (Blundon Centre).

4.5.2 A history of allergies or fear of animals are normally not valid reasons for denying access or refusing service to someone accompanied by a qualified service animal or approved Emotional Support Animal.

4.5.3 Where there is a conflict between community members regarding a Service support Animal or Emotional Support Animal on campus, and the human rights of the members conflict, Memorial University will attempt to find a solution that meets the needs of each member.

Commented [MR8]: This section feels out of scope. I don't think Blundon Centre has the ability to regulate the presence of animals on campus outside the accommodations context.

Commented [MR9]: Broadened the language here to include service animals, emotional support animals, and any unregulated animals cosplaying as such.

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Appendix A

Emotional Support Animal Accommodation Agreement

A.1.1 Guidelines for Support Animals on the St. John's Campus

The *Guidelines for Support Animals on the St. John's Campus* of Memorial University will be reviewed with the student by a staff member in Accessibility Services (Blundon Centre), after a request for an Emotional Support Animal accommodation has been submitted by the student. The student requesting this accommodation (the Partner) must complete this form in the presence of the Accessibility Services staff member. This serves as an agreement of the university's expectations while the animal is on campus.

Student Information (please printed clearly):

First Name:	Last Name:
Student ID#:	Phone number:
Memorial Email Address:	

A.1.2 Expectations for Emotional Support Animals [\(to be reviewed with student; check each as they are\)](#)

The Partner must clearly initial each statement to signify agreement to the responsibility.

Commented [MR10]: Upon review, I think the initialing on every point is a bit overkill. Taking your dog to class probably doesn't need to be more onerous than applying for a mortgage. I'd recommend reformatting these as bullet points, but directing staff to walk students through this agreement and document that they've done so.

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Animals must be examined by a veterinarian annually. In addition, animals must be spayed or neutered prior to coming to campus. Veterinary records are required to be submitted to Accessibility Services (Blundon Centre) upon request.

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Animals must be housebroken. The Partner is responsible for properly containing and disposing of all animal waste. Indoor animal waste must be placed in a sturdy bag and tied securely before being disposed of in outside trash dumpsters. Outdoor animal waste, ~~such as dog feces,~~ must be immediately cleaned up by the owner, placed in a plastic bag, and securely tied before being properly disposed.

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Commented [MR11]: I think "outdoor animal waste" paints a vivid enough picture.

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Routine maintenance of the animal is expected. This includes flea and tick prevention, and deworming. If fleas, ticks or other pests are detected through inspection, the Partner must remove the animal from campus. The physical area will be treated using approved fumigation methods by pest control services. The Partner ~~will be held~~ is financially responsible for the expense of any pest treatment necessitated by the presence of the animal on campus. In addition, the Partner ~~will~~ must provide documentation to Accessibility Services that the animal has received appropriate treatment before returning to campus.

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An approved animal must wear an appropriate identification vest indicating SUPPORT ANIMAL. Additionally, the Partner's contact information and applicable vaccination information should always be located on the animal.

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The animal must receive proper care, which is the responsibility of the Partner.

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The animal must never be left in the care of another person while on campus.

A.1.3 Guidelines for Interaction with Campus Community

The Partner is responsible for the actions of their animal at all times. The Partner is responsible for any odors, noise, damage, or other conduct of their animal that disturbs others or damages the premises.

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The animal must be under the care and control of the Partner.

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The animal cannot pose a direct threat to the health or safety of others.

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If the Partner cannot effectively control the animal or if it poses a direct threat to the health or safety of others, the Partner must remove the animal from campus immediately and report the incident to Accessibility Services. Permission to have the animal on campus ~~will~~ may be rescinded until such time that the problem is rectified.

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If the support animal is a dog or a cat who is trained to walk, it must be on a leash/lead when in a public area unless the animal is required to perform a task that it could not accomplish while on a leash/lead. All other animals should be placed in approved, animal-safe crates anytime the animal is present on campus.

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The Partner is responsible for ~~assuring~~ ensuring that the animal does not interfere or cause difficulties for other users of the space or activity in question. Sensitivity to persons with allergies and to those who fear animals is important to ensure a positive experience for all.

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□ The Partner is responsible for instructing others on appropriate interactions with the animal and setting clear boundaries.

□ All faculty members and instructors must be notified of the presence of an Emotional Support Animal, through Letters of Accommodation, typically sent by student, prior to the student Partner attending classes with the approved animal.

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A.1.4 Additional Agreements

□ The Partner agrees to be fully responsible for the health, care, and behaviour of their animal while on university property. The Partner understands that they are personally liable for the actions of their animal, and the Partner agrees to fully compensate the university with respect to any damage or injury caused or contributed to by the presence of the animal on campus (e.g. pest control services, property damage, replacement of furniture, flooring, blinds, etc.)

□ The Partner agrees to indemnify, defend, and hold harmless the university, its board members, officers, employees, agents and students from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, arising out of or in connection with (a) any injury to persons or damage to property caused by the animal, (b) the animal's presence or behaviour on university property, or (c) any failure by the Partner to comply with applicable laws, university policies, or the terms of this agreement, for which the Partner would be liable in law or equity. This indemnity obligation survives the termination of this agreement and also survives a student Partner's enrolment at the university.

□ Memorial University has the right to reassign a student Partner to another course section if interactions with other persons in the section become a concern.

□ If the Partner violates any provision of this agreement, they may be required to immediately remove the animal from campus.

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A.1.5 Duration

□ A student Partner must complete this agreement at the beginning of each academic year, and register with Accessibility Services each academic semester, to receive the accommodation to have their Emotional Support Animal on campus.

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A.1.6 Other Conditions as Needed

□ The Partner agrees to abide by any and all additional conditions outlined in this section, as determined by the university in its sole discretion as being required in the individual circumstances.

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A.1.7 Animal and Emergency Contact Information

Animal Information

Name:	Type:
Breed:	Fur colour (if applicable):

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Emergency Contact Information

Name:	Phone Number:
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A.1.8 Acknowledgement and Agreement

I have read and agree to all of the terms and conditions of the *Guidelines for Support Animals on the St. John's Campus*, including the *Emotional Support Animal Accommodation Agreement* and any above-captured additional conditions. I understand that if I have questions, concerns, or need assistance I will contact Accessibility Services immediately.

Student

Signature: _____ Date: _____

Witness (Accessibility Services Representative)

Signature: _____ Date: _____

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