

# **University of Central Arkansas**

## **Service and Therapy/Emotional Support Housing Guidelines**

### **I. Introduction**

The University of Central Arkansas is committed to accommodating persons with disabilities who require the assistance of service or therapy/emotional support animals; however, the university is also mindful of the health and safety concerns of the campus community.

Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with Service Animals and Assistance Animals. The Service/Therapy Emotional Support Animal Committee which consists of a representative from the Office of Accessibility Resources and Services (OARS), Counseling Center, Housing & Residence Life, Dean of Students and the Assistant Vice President for Student Engagement, Leadership and Service reserves the right to amend this policy as circumstances require.

### **II. Service and Therapy/Emotional Support Animals in University Housing Requests**

The student must notify Housing & Residence Life and OARS in writing if the animal is no longer needed as a therapy/emotional support animal or is no longer in residence. In order to substitute one animal with a different animal, the student must file a new request.

The following information will be needed after the therapy/emotional support animal is approved and at least 7 days before the animal moves in.

- (1.) Animal Registration License & Tag
- (2.) Rabies Vaccination Certificate (can be added to current Shot Record)
- (3.) Picture of Rabies Tag or picture of Microfindr sticker
- (4.) Current Color Picture of Animal saved in a .jpg format.
- (5.) University of Central Arkansas Housing & Residence Life Registration Form (page 9)
- (6.) Assumption of Liability Statement & Animal Agreement Form (page 10)
- (7.) Roommate Agreement Form - to be completed and turned into Housing and Residence Life by roommate only

### **III. Standards for Approved Service or Emotional Support Animals**

As a person who has been approved for a Service or Therapy/Emotional support animal, you have the responsibility to keep your animal in a healthy and sanitary condition at all times. All approved service or emotional support animals must comply with applicable laws regarding animals and their treatment and care. You understand that this agreement could be withdrawn if you fail to abide by responsibilities listed below

#### Dogs and Domestic Cats

- All required immunizations must be up to date and a copy of the immunizations must be on file with the OARS.
- Dogs and cats must be licensed and a copy of the license must be in file with the OARS.
- A copy of the veterinarian's report must be on file with the OARS.
- The animal must wear a collar with current rabies tags at all times. The owner must have their animal on a leash whenever the animal is not inside the apartment/residence room (i.e., when transitioning the animal to a vehicle). Dogs and cats must never be allowed to run freely.
- Dogs and cats must possess friendly and sociable characteristics. A specific dog and cat can be restricted from the premises by the Service/Therapy Emotional Support Animal Committee based on any confirmed threatening behavior.
- Obedience and training programs are highly recommended for dogs.

#### Any Other Animal

- To be considered on a case by case basis.
- Dangerous, poisonous, and/or illegal animals are not permitted as these would not be considered a reasonable accommodation in a community living environment.

### **IV. Animal Care & Guidelines**

Health, sanitary, safety, and disruptive standards must be maintained as follows:

- Animals require daily food and attention, as well as a daily assessment of their general health, behavior, and overall welfare.
- You must properly maintain the hygiene, health, & vaccinations for the animal.
- The animal must be fed and watered inside the apartment/residence hall room. Service/emotional support animal food should be kept in a closed container within the confines of the animal owner's room. Open bags of food are not permissible as they attract bugs. Food and water are not left outside the apartment/residence hall at any time.

- **The animal must not be left unattended for more than 8 hours. Animals cannot be left unattended overnight at any time. If the owner must be away, they must either take the animal with them, or make other arrangements for the animal to be cared for elsewhere off campus. The owner/handler, not the university or any other student, is responsible for the care and conduct of their animal.**
- The student must have the animal in a kennel when they are away from their apartment/residence.
- Animals cannot be left unattended in a vehicle in which the animal's health or life is endangered by temperature or inadequate ventilation.
- Emotional Support Animals must not be taken into the residence hall or apartment offices or administrative offices.
- Animal feces, defined as cat litter box contents and any solid animal waste, must be disposed of properly. It is the owner's responsibility to remove feces from university grounds, dispose of it in a plastic bag, and then place that bag in the garbage dumpsters outside. Cleanup must occur IMMEDIATELY. Waste MUST be taken to any apartment or residence hall dumpster for disposal. Animal feces may not be disposed of in any trash receptacle/chute or through the sewer system inside any building at the University of Central Arkansas.
- Residents with cats must properly maintain litter boxes. In consideration of the health of the cat and the occupants of the residence hall room or apartment, cat litter box contents must be disposed of properly and regularly. The litter box must be changed with new cat litter regularly. Litter boxes should be placed on mats so that feces and urines are not tracked throughout the residence hall room or apartment.
- Animal accidents within the residence hall room or apartment must be promptly cleaned up using appropriate cleaning products. If the service/emotional support animal becomes sick and vomits and/or becomes incontinent, it is the responsibility of the animal owner to make sure that it is **cleaned up immediately**.
- Regular and routine cleaning of floors, kennels, cages, and litter boxes must occur. The odor of an animal emanating from the residence hall room or apartment is not acceptable (see Cleaning Section below). Service/emotional support animals should be kept clean and free from odor. However, animal owners may not use hall or apartment showers, sinks or baths to clean their animals.
- Any flea infestation must be attended to promptly by a professional extermination company at the owner's expense. Owners are expected to promptly notify Housing & Residence Life and arrange for extermination when a flea problem is noticed. Animal owners may take some precautionary measures such as: flea medications prescribed by veterinarians; flea and tick collars; and taking the animal to the veterinarian for flea and tick baths. However, University staff may not use chemical agents and insecticides to exterminate fleas and ticks. The owner is responsible for extermination costs after vacating the residence hall room or apartment.
- An animal must not be involved in an incident where a person experiences either the threat of an actual injury as a result of the animal's behavior.

- The animal owner will take all reasonable precautions to protect university staff and residents as well as the property of the university and the residents.
- The owner will notify their building's Residence Coordinator if the animal has escaped its confines and is unable to be located within 12 hours.
- All liability for the actions of the animal (bites, scratches, etc.) is the responsibility of the owner.
- The University of Central Arkansas is not responsible for an animal during a fire alarm, fire drill, or natural disaster.
- Housing & Residence Life is not obligated to provide food, care or additional space for the animal.
- If the owner/handler cannot care for their animal for any reason, they must have the emergency contact listed on the registration form come and remove the animal from UCA property only to return when the student returns to UCA.

## **V. Cleaning and Damages**

- An inventory and condition inspection of the residence will be conducted prior to the animal's arrival. The resident will receive customary cleaning treatment by Custodial Services when the animal owner moves out. When the resident moves out of his/her residence hall room or apartment, or no longer owns the animal, the residence hall room or apartment will be assessed to determine if damage to department property can be attributed to the animal. Any damage to or requested renovations to apartment/residence hall (due to damage or neglect as result of animals) will be sole responsibility of the student. Damage to UCA property discovered or reported during the year, and caused by the animal, must be rectified within 30 days. Cleaning and/or repairs may exceed the \$500.00 fee and is the responsibility of the student.
- The animal owner has an obligation to make sure that the residence hall or apartment is as clean as the original standard. If the room or apartment has carpeting, this also includes regular spot cleaning. Damages and extraordinary cleaning caused by the animal are the responsibility of the resident. Replacement or repair of damaged items will be the financial responsibility of the owner.
- Housing and Residence Life maintains the right to conduct residence hall room or apartment inspections monthly for the purpose of assessing damage caused by the animal or otherwise determine the resident's compliance with this procedure.

## **VI. Animal Liability**

The University shall not, under any circumstances, be held liable for any personal injury or damages caused by your animal. You hereby agree to indemnify and hold the University of Central Arkansas harmless from all property or injuries to persons caused wholly or in part by, or resulting from your animal which will be living with you

in your assigned residence at the University of Central Arkansas. The University suggests that the student purchase renter's insurance.

## **VII. Areas Off Limits to Service Animals**

The University may prohibit the use of service animals in certain locations due to health and safety restrictions (e.g. where the animals may be in danger, or where their use may compromise the integrity of research). Restricted areas may include, but are not limited to, the following: custodial closets, boiler rooms, facility equipment rooms, research laboratories, classrooms with research/demonstration animals, areas where protective clothing is necessary, wood and metal shops, motor pools, and rooms with heavy machinery and areas outlined in state law as being inaccessible to animals. Exceptions to restricted areas may be granted on a case-by-case basis by contacting OARS and the appropriate department representative; however, the person directing the restricted area has the final decision.

## **VIII. Conflicting Disabilities/Roommate**

Students with medical condition(s) who are affected by animals (respiratory diseases, asthma, severe allergies) are asked to contact the Housing & Residence Life and/or OARS office if they have a health or safety related concern about exposure to a service or therapy/emotional support animal. The individual will be asked to provide medical documentation that identifies the condition(s), and will allow determination to be made as to whether the condition is disabling and whether there is a need for an accommodation.

OARS staff will resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodations of all persons involved. The OARS staff may use the University Student Health Center as a resource for information on health issues.

The roommate of the student approved to have a Service or Emotional Animal will be notified by a University Housing staff member about the presence of a Service or Emotional Animal (if applicable). A representative of Housing & Residence Life should meet together with the Residence Coordinator, the Service/Emotional Animal owner, and the roommate to discuss any possible issues that might arise due to the presence of the Service/Emotional Animal. All roommates/suitemates of the animal's owner must sign an agreement allowing the service animal to be in residence with them.

If the roommate has a fear of dogs and/or is allergic to dog or cat dander, the Service/Emotional Animal owner should be accommodated by being assigned to a living space suitable for them and their animal.

## **XI. Complaint Process**

Faculty, staff, police and students will have the opportunity to submit complaints and concerns in regards to noise, odor, pests, threat or danger by completing the Assistance Animals Complaint Form located on the OARS website at <https://uca.edu/oars/esa-grievance-form/>. Alleged violations of the Animal Housing Guidelines will be referred to the ESA Committee. Once the ESA Committee receives

information regarding an alleged violation, the ESA Violations Procedures will be initiated.

### ESA Violation Procedures

Students who are alleged to be in violation of the Animal Housing Guidelines (referred to as respondents) shall be notified, in writing, of the alleged policy violation and of the date, time, and place of a hearing. Notice of hearing will be sent by email to the respondent's UCA email account at least 72 hours prior to the hearing. A respondent may waive the 72-hour notice via written consent prior to the scheduled hearing. If there is a sufficient threat to health and safety, immediate interim action, such as suspending a respondent's animal privileges, may be taken. In the event that immediate interim action is warranted, the respondent will be expected to comply with the directives of the ESA Committee pending the outcome of a hearing. If a respondent neglects, refuses, or fails to attend any hearing with the ESA Committee, a determination of responsibility will be made based on the information available at the time. Failure to attend this meeting will not presume responsibility or non-responsibility. The respondent has the following rights:

1. Be present at the hearing.
2. Present information by witness or by signed written statement if a witness is unable to attend the hearing. It is the responsibility of the respondent to inform the witnesses of the date, time, and place of the hearing. If witnesses fail to appear, the hearing will be held in their absence.
3. Bring an advisor to the hearing. The advisor (who may be a faculty member, friend, attorney or family member) may not participate in the examination of witnesses or presentation of materials or information to the ESA Committee. The advisor's role is limited to providing advice and consultation to the respondent.
4. Respondents may request that an additional person be present at the hearing for the administration of approved accommodations. Arrangements for this accommodation may be made through the Office of Accessibility Resources and Services.
5. Respondents may request the assistance of an English language translator for the proceedings. Translators are provided by the Office of Accessibility Resources and Services. Requests for translator services must be made no later than 48 hours prior to the date of the hearing.
6. Challenge the ability of an ESA Committee member to serve during the proceedings due to knowledge or bias in the case. The decision of whether the member shall serve rests with the ESA Committee as a whole.
7. Question witnesses who are present.

Following the hearing, a decision of responsibility will be made within two business days, and the respondent will be notified in writing.

## **Removal of Service or Therapy/Emotional Support Animal**

The University may remove a service or therapy/support animal for the following reasons:

- Poses a direct threat to the health or safety of others
- Is unruly or disruptive (barking, jumping up on people, running around)
- In ill health
- Excessively unclean (e.g., flea-infested, foul-smelling, shedding excessively)
- Exhibits aggressive behavior or causes injury to another person or animal

The ESA Committee can make the following decisions in regards to a violation:

- **Requiring specific reasonable actions on the part of the student to rectify a problem.**
- **Verbal warning**
- **Letter of warning**
- **Letter of reprimand**
- **Probation of animal-owning privileges**
- **Suspension of animal-owning privileges**
- **Expulsion of animal-owning privileges**

If probation, suspension, and expulsion of animal-owning privileges is implemented, the student has 72 hours to find an immediate alternative placement of the animal. The ESA violations process will be in addition to any other legal remedy available by law. If sanctioned by the ESA Committee, the resident is responsible for the removal of the animal. If the student refuses, Housing & Residence Life will contact UCAPD or Animal Control.

## **APPEALS**

Respondents may appeal the decision of the ESA Committee to the Assistance Animals Appeals Board (AAAB). The board consists of one (1) Faculty Senate Representative approved by the Faculty Senate president; one (1) Staff Senate Representative approved by the Staff Senate executive board; one (1) SGA Representative (Executive Board or SGA Diversity Committee); one (1) Diversity Advisory Committee member; one (1) Residence Coordinator for the building in which the student resides (as needed). The chair of the AAAB is the Associate Dean of Students. The chair, who will only vote in instances where there is a tie, will convene the AAAB as needed. A quorum of fifty percent plus one is required for an official vote.

The committee reviews the following paperwork related to an appeal:

- University of Central Arkansas Service and Therapy/Emotional Support Housing Guidelines Information

- The Assumption of Liability Statement & Animal Agreement Form signed by the student
- The submitted Assistance Animals Complaint form
- ESA Committee Decision paperwork
- The student's appeal statement and subsequent paperwork
- ESA Committee Rebuttal Response Information

An appeal must be filed in writing within three working days after an ESA Committee decision is rendered. The appeal should be submitted to the Office of Accessibility Resources and Services located in room 212 of the Student Health Center. OARS will submit the appeal to the AAAB chairperson. An appeal may be submitted based on one or more of the following:

1. Denial of due process where an argument may be made that the hearing was not conducted fairly in light of the policy violations and information presented, and in conformity with prescribed procedures giving the respondent a reasonable opportunity to prepare and to present a response to those allegations. Deviations from published procedures will not be a basis for sustaining an appeal unless significant prejudice results.
2. There was inadequate information to support the decision, that is, the facts reviewed, if viewed by a reasonable person, were insufficient to establish responsibility.
3. The sanctions given do not equal the gravity of the policy violation (i.e., too harsh) and are inappropriate.
4. To consider new information, sufficient to alter a decision, that was not known to the respondent at the time of the original hearing. New information, in this instance, does not include witness statements that could have been presented during the initial hearing.

Upon receipt of the appeal, the AAAB may:

1. Affirm the original decision and sanction;
2. Affirm the original decision, but lessen the sanction;
3. Reverse the original decision; or
4. Return the case to the ESA Committee for a new hearing.

An appeal in this instance is a review of the information and not a re-hearing of the case. In the event the AAAB needs clarification of the basis for the appeal or of the ESA Committee's recommendation, the AAAB may hear from the respondent and/or a representative of the ESA Committee for this limited purpose. Once an appeal process is completed, the AAAB chairperson will notify the office of the vice president for student affairs. All actions taken by the AAAB are recommendations to the vice president for student affairs, who will make the final decision regarding all ESA policy violations.

**University of Central Arkansas  
Housing and Residence Life  
Registration Form**

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Name of Animal Owner: \_\_\_\_\_

Registration Start Date: \_\_\_\_\_

Registration End Date: \_\_\_\_\_

**Description of Animal**

Name of Animal: \_\_\_\_\_

Age: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

**OARS ESA Requirements Checklist**

- \_\_\_\_\_ Rabies Vaccination Certificate/Shot Record
- \_\_\_\_\_ City of Conway Animal Registration tag & receipt
- \_\_\_\_\_ Rabies Tag or Microfindr Bar sticker
- \_\_\_\_\_ Housing & Residence Life Registration Form
- \_\_\_\_\_ Assumption of Liability Waiver & Animal Agreement Form
- \_\_\_\_\_ Current color picture of Animal saved as a jpeg

**Emergency Contact Information**

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

Veterinarian Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Student's Emergency Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

I have read the University of Central Arkansas' Animal Ownership Agreement and I understand that failure to comply with this Agreement may result in the revocation of this registration:

\_\_\_\_\_  
Signature of Animal Owner

\_\_\_\_\_  
Date

University of Central Arkansas  
Housing and Residence Life

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Assumption of Liability Statement

I, the undersigned, understand that the University shall not, under any circumstances, be held liable for any personal injury or damages caused by my animal. I hereby agree to indemnify and hold the University of Central Arkansas harmless from all payments, expenses, costs, attorney's fees, and all claims and liabilities for losses or damage to property or injuries to persons caused wholly or in part by, resulting from my animal. Neither the Department of Housing and Residence Life nor the University of Central Arkansas is responsible for supervising the registered animal, nor do they assume liability for the actions of the animal.

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Signature of Animal Owner

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Date

**Animal Housing Guidelines Agreement**

I have reviewed the Animal Housing Guidelines with the OARS and agree to abide by all of these policies

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Signature of animal owner

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Date