Assistance Animal Guidelines and Expectations

Below are specific requirements and guidelines that must be adhered to for an Assistance Animal (<u>Service Animal as defined by the ADA or Emotional Support Animal</u>) to be a reasonable accommodation within University Housing. The University, at its sole discretion, reserves the right to amend these guidelines and expectations as needed.

Section I: Standards for assistance animals within Residence Halls

Residents approved for a disability-related assistance animal, within University Housing must take full responsibility for the assistance animal and comply with all applicable University policies and local, state, and federal laws regarding assistance animals and their treatment and care including, but not limited to, the following:

- <u>Town of Boone, NC Code of Ordinances</u> Title VIII: Public Nuisances, Chapter 84: "Assistance Animal Control and Cruelty"
- Watauga County Care and Control Ordinance Section 3: "Rabies and Animal Bite Management"
- University Policy # 303.24, <u>Animals on Campus</u>
- 1. Documentation Requirements for Assistance Animals
 - a. Canine/Feline
 - a. Vet Certification confirming:
 - Immunizations are current,
 - current rabies vaccination and
 - assistance animal has been spayed or neutered.
 - b. Color photo of the specific assistance animal.
 - b. Other Assistance Animal Documentations
 - a. Vet Certification confirming an annual clean bill of health from a licensed veterinarian confirming the assistance animal is free from communicable diseases. Required immunizations will be determined pursuant to the Centers for Disease Control and Prevention guidelines.
 - b. Color photo of the specific assistance animal.
- 2. Approved Animals
 - a. The resident may only keep the specific approved assistance animal. If at any time an approved assistance animal is replaced with another assistance animal, the resident must reapply for assistance animal approval. The new assistance animal is not permitted until the assistance animal approval process has been completed.
 - b. ESAs are approved for specific residence hall rooms only.
- 3. University Housing Contractual Agreements
 - a. University Housing has the ability to relocate a resident and approved assistance animal as necessary according to current contractual agreements.
 - b. University Housing is responsible for responding to all reported concerns regarding assistance animals and has the discretion to remove assistance animals.

Section II: Standards of Behavior by Assistance Animal and Resident

- 1. Health and care standards must be maintained as follows:
 - a. The resident is solely responsible for the assistance animal's well-being, including, but not

- limited to, regular feeding, watering, bathing, grooming, daily care, and veterinary services.
- b. The resident must take the assistance animal with them or make arrangements for the assistance animal to be cared for off campus if the resident is away. Assistance animals cannot be left alone in a residence hall room/apartment or in someone else's care overnight at any time within University Housing. The resident must submit documented plans of such arrangements with University Housing through the University Housing Portal once the assistance animal is approved.
- c. Collars and required rabies tags must be worn at all times.
- 2. Sanitary standards must be maintained as follows: the resident is solely responsible for immediate, proper assistance animal cleanup.
 - a. Feces must be removed from University grounds by securing waste in a plastic bag, and placing it in the outside garbage dumpster. assistance animal feces may not be disposed of in any trash receptacle or through the sewer system inside any building.
 - b. Litter boxes, or other enclosures must be properly maintained and remain within the resident's assigned residence hall room or apartment bedroom. Wastes must be disposed of properly and regularly, and litter changed regularly as outlined by the manufacturer. To protect floors, litter boxes should be placed on mats that are large enough for the assistance animal to walk off after using the litter box and catch any spilled litter.
 - a. The resident is solely responsible for regular and routine cleaning of floors, kennels, crates and cages. An odor of an assistance animal emanating from the residence is not acceptable.
 - b. Bathing of the assistance animal must occur off campus.
 - c. Any flea, tick, or other pest infestation will be remedied at the resident's expense. University Housing will make appropriate arrangements for extermination with applicable costs charged to the resident's student account. Assistance animal residents should take precautionary measures such as: flea and tick medications as prescribed by a veterinarian, flea and tick prevention collars, and/or regular bathing with flea and tick shampoos.

3. Safety and Behavior Expectations

- a. Assistance animals must possess friendly and sociable characteristics.
- b. The resident is solely responsible for:
 - a. any damage to persons or property caused by the assistance animal, including damage to the property of other residents. All liability for the actions of the assistance animal is the responsibility of the resident. Residents should consider appropriate liability insurance.
 - b. the assistance animal during a fire alarm, fire drill, natural disaster, or emergency situation requiring building evacuation.
- c. Assistance animals must not disrupt the campus community (i.e., excessive barking, growling, howling, squawking, etc.).
- d. ESAs must be caged or crated when the resident is not in the room/apartment.
- e. The resident must disclose the assistance animal's presence if University personnel must enter the room to perform their duties to ensure that such individuals are aware that an assistance animal is present and the assistance animal must be crated or caged during the visit. The University is not liable if an assistance animal escapes during one of these visits.
- f. The lobby, stairwells and other public areas may be used by ESAs as a pass-through only, as these are public areas, and the assistance animal must be leashed, caged or tethered while in these areas.

Section III: Cleaning and Damage

1. Per the University Housing License Contract, it is the resident's responsibility to maintain the condition of the space, flooring, and furniture. The resident must return the room, flooring, and furniture to the same condition they were in at the time of move-in. The resident is solely responsible for any damage to

University property caused by the assistance animal. This shall include the repair or replacement of any furniture and any cleaning beyond what is routinely done for any room when vacating. This may include, but is not limited to, extra steam cleaning of all floors, furniture, and other fabrics, the abatement of fleas and other pests, and deodorization of the space. Charges will be posted on the resident's student account.

2. At the termination of the University Housing License Contract, or when the assistance animal is no longer in the space, the residence hall room or apartment will be assessed to determine if damage was caused to the property by the assistance animal. University Housing reserves the right to inspect the space more frequently if damage is suspected or if there are concerns related to the resident's compliance with any of the items identified in this document.

Section IV: Violations

Concerns related to assistance animals should be reported to the Residence Hall Staff immediately.

Alleged violations of the Animal Guidelines and Expectations will be addressed in accordance with the student conduct processes. The Office of Student Conduct, University Housing, and the Office of Access & Equity: Disability Resources (ODR) will work collaboratively to determine appropriate outcomes. Violations could result in, but are not limited to, charges posted to the individual student account, removal of the assistance animal, or termination of the housing contract.

Assistance animals that constitute a threat or nuisance to staff, residents, or property may be removed immediately until the resolution process has concluded. If it is determined that an assistance animal poses an immediate threat, Animal Control or University Police may be contacted to remove the assistance animal.

Section V: Emergency Contacts Information for Assistance Animal

Residents with approved assistance animals must provide two emergency contacts in the event of an emergency related to the resident or if the assistance animal needs to be removed from the residence hall for any alleged violation related to the Animal Guidelines and Expectations.

violation related to the Allinial Guidelines and Ex	xpectations.	
*Emergency contacts must be able to retrieve the assistance animal within 24 hours of notification.		
Printed Name:	Signature:	Date: