



### **Learning Resources**

University of North Carolina School of the Arts  
Teaching and Learning Center, 2<sup>nd</sup> Floor Library Annex  
1533 South Main Street  
Winston-Salem, NC 27127-2188

### **Residence Life Programs and Housing**

University of North Carolina School of the Arts  
Hanes Student Commons Office 334  
1533 South Main Street  
Winston-Salem, NC 27127-2188

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## **Service Animal Regulation for On-Campus Residential Areas**

### **Regulation Statement**

This Regulation applies to students with a Service Animal who reside in on-campus housing at the University of North Carolina School of the Arts (UNCSA).

UNCSA is open and accessible to individuals with disabilities and committed to providing all members of the University community equal access to programs, services and physical facilities. It is acknowledged that some members of the University community who require the use of a Service Animal, may reside in on-campus housing at UNCSA. The purpose of this Regulation is to provide the University community with guidelines related to Service Animals in on-campus residential areas.

### **Section I. Definitions**

#### **A. *Service Animal:***

A Service Animal may be considered a reasonable accommodation under the Americans with Disabilities Act (ADA). According to the ADA:

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, 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 (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

**B. *Pet:***

A domesticated animal requested for pleasure or companionship. A pet is not covered as a Service Animal and will not qualify as an accommodation under the ADA.

**C. *Handler:***

An individual with a disability who resides in on-campus housing at UNCSA and requires a Service Animal.

**D. *Direct threat:***

Direct threat means a significant risk to the health or safety of others that cannot be eliminated by a modification of policies, regulations, practices or procedures, or by the provision of auxiliary aids or services.

## **Section II. Application Process**

A Service Animal covered by the ADA is permitted access to on-campus residential areas unless: (1) the animal is out of control and its Handler does not take effective action to control it; (2) the animal is not housebroken; or (3) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, regulations, practices and procedures. (“Out of control” is defined in Section III. A. 8, 9, 10, 11 and 12 of this document.)

- A. Individuals who are accompanied by a Service Animal and wish to reside in on-campus housing must contact the Coordinator of Learning Resources - UNCSA. Office mailing address is: 1533 South Main Street, Winston-Salem, NC 27127. Email address is: [learningresources@uncsa.edu](mailto:learningresources@uncsa.edu), and phone number is: 336-726-6963. Physical address of the office is in the Teaching and Learning Center, 2<sup>nd</sup> floor, Library Annex. Additionally, the individual must notify the Office of Residence Life Programs & Housing prior to move-in, of their intention to be accompanied by a Service Animal, so an appropriate housing arrangement can be made in accordance with the procedures established by that office.
- B. The Office of Learning Resources will evaluate the request to bring a Service Animal into housing to determine if the dog qualifies as a Service Animal under the ADA. When it is not obvious what task a Service Animal provides, the Office of Learning Resources may inquire whether the dog is a Service Animal that is required because of a disability and what work or tasks the dog has been trained to perform.
- C. Additionally, the Office of Learning Resources may deny a request to have a Service Animal in on-campus residential areas if such permission would impose an undue financial and administrative burden or would fundamentally alter the nature of a UNCSA service or program.

### **Section III. Responsibilities and Guidelines**

An individual who wishes to bring a Service Animal into on-campus residential areas has the following responsibilities and must certify that the individual understands the following conditions:

#### *A. Handler's Responsibilities:*

1. A Service Animal may travel freely with its Handler throughout on-campus residential areas and other areas of the University.
2. The Handler is responsible for the safety, health, behavior, and actions of the Service Animal at all times.
3. The Handler is required to maintain full control (such as barking, whining, etc.) of a Service Animal at all times while on property owned or controlled by the University.
4. The Service Animal may be excluded from on-campus residential areas when the animal's behavior poses a direct threat to the health or safety of others.
5. Under the ADA, a Service Animal must be harnessed, leashed, or tethered, unless these devices interfere with the Service Animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the Service Animal through voice, signal, or other effective controls.
6. Individuals who have a Service Animal are not exempt from local animal control or public health requirements. Handlers are responsible for compliance with state and local laws concerning animals (including registration, vaccinations, and tags). Local licensing requirements for a dog must be followed including local ordinances and regulations for immunization against diseases. A Service Animal must have current vaccination against rabies and wear a rabies vaccination tag.
7. A Service Animal is not allowed in spaces considered unsafe for the animal itself or for persons using the areas. A Service Animal may also be restricted from a specific area of a residential living area reserved specifically for students with allergies.
8. The Handler must maintain control of the Service Animal at all times. A Service Animal may not be left unattended at any time on property owned or controlled by the University. A Service Animal may not be tied or tethered to any property owned or controlled by the University, including but not limited to buildings, railings, bike racks, fire hydrants, fences, sign posts, benches and trees, and may not be allowed to run loose anywhere on campus.

9. A Service Animal may not be left in on-campus residential areas to be cared for by another residential student. A Service Animal must be taken with the Handler if the Handler leaves campus overnight or leaves for a prolonged period of time.
10. The Handler is responsible for assuring that a Service Animal does not interfere unduly with the activities of the residence hall community or cause difficulties for residents who reside there.
11. A Service Animal must not obstruct or disturb any space, activity, or University programming held within on-campus residential areas including but not limited to: residence halls, living/community spaces, or other on-campus residential areas.
12. A Service Animal must not engage in behaviors or noises that are disruptive to others including but not limited to: excessive barking, excessive whining/crying, excessive growling, excessive grooming, excessive sniffing of people, or intrusion into the personal belongings of others.
13. The Handler is financially responsible for the actions of a Service Animal including bodily injury or property damage. A Handler whose Service Animal causes damage of University property may be charged for replacement and repair of the University or other individuals' assets, including grounds, personal property and improvements. Handler's responsibilities include, but are not limited to, replacement costs of furniture, carpet, windows, wall covering, etc. Handler is expected to pay for these costs at the time of the repair and/or move-out date.
14. The Handler shall ensure that a Service Animal is trained to relieve itself outside the residential facility or only in a special place such as a litterbox.
15. The Handler is responsible for ensuring that when a Service Animal needs to relieve itself that such relief takes place in designated common spaces marked as areas for disposal of bodily wastes (i.e. feces). A Service Animal litterbox is to be cleaned daily. All Service Animal waste and litterbox waste is to be taken to the outside dumpster daily.

In the case of a Handler whose disability prevents or impairs the ability to comply with the requirements of this paragraph, as required by applicable federal laws, it is the responsibility of the Handler to have previously made satisfactory arrangements for a third party to perform all actions required by this paragraph. The Office of Learning Resources on campus or the Office of Residence Life Programs and Housing is available for consultation on making third party arrangements, if needed.

- a. The Handler is responsible for cleanup of the Service Animal's waste (i.e. feces). Indoor Service Animal waste, must be placed in a sturdy plastic bag and securely tied before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that waste is not tracked onto carpets, surfaces, or other flooring. Pee pads are not permitted for toileting.

- b. The Handler is responsible for cleanup of any waste created by the Service Animal, and for all costs related to damages created by the Service Animal.
  - c. In all cases of damage to UNCSA facilities or property by a Service Animal failing to control its bodily elimination due to illness or otherwise, the Handler is responsible for the cost of additional cleaning or repairs to UNCSA facilities or the cleaning repair, or replacement or damaged property.
16. The Handler is responsible for managing all cleaning tasks associated with keeping and caring for their Service Animal including hair/fur, waste management, litter and bedding. University housekeeping equipment, facilities and/or supplies may not be utilized for any Service Animal cleaning task.

*B. Conditions:*

- 1. The Handler's residence will be inspected twice a semester for fleas, ticks or other pests, or as needed. Residence Life Programs & Housing will schedule the inspection with a 24 hour notice. If fleas, ticks or other pests are detected through inspection, the residence will be treated using methods by a University approved pest control service. The Handler will be financially responsible for the expense of any pest treatment above and beyond standard pest management in the residence halls.
- 2. Neither UNCSA employees or agents, nor students, are required or responsible to provide food, care or any additional space for a Service Animal. This includes but is not limited to, removing the animal during an emergency evacuation, including a fire alarm. Emergency personnel will determine whether to remove the animal and emergency personnel or the University will not be held responsible for the care, damage to, or loss of the animal.
- 3. The Handler shall have a plan in place for Service Animal care in the event of an emergency. The Handler shall be responsible for arranging alternative shelter if the animal has to be removed from on-campus residential areas due to disruptive or unsafe behavior, or due to unsafe environmental conditions if the Handler becomes unable to care for the animal.
- 4. The Handler shall provide contact information for an alternative caregiver/emergency contact who will take responsibility for a Service Animal and remove it from campus housing should the Handler be unable to remove their Service Animal (due to a hospitalization, accident, etc.).
  - a. The caregiver/emergency contact must reside off-campus and must be available to remove a Service Animal in a timely manner appropriate for the Service Animal specifics and needed care.

- b. If the caregiver/emergency contact is not able to remove Service Animal within a 6 hour time period, an alternative shelter plan will be enforced.
5. All roommates or suitemates of the Handler must sign a *Roommate Agreement Form* agreeing to room with a Service Animal. In the event that one or more roommates or suitemates do not agree, either the Handler and a Service Animal or the non-approving roommate(s) or suitemate(s), as determined by the office of Residence Life Programs & Housing, will be moved to a different location.
6. The Office of Residence Life Programs & Housing has the ability to relocate a Handler and a Service Animal, as necessary, according to the general housing agreement contract.
7. A reasonable accommodation in the living environment which may constitute an exception to the Community Living Standards that otherwise would prohibit an animal in the living environment on campus does not constitute an exception to any other Community Living Standard.

#### **Section IV. Procedure for Removal of a Service Animal**

- A. A staff member or representative of UNCSCA may require a Handler to remove a Service Animal from on-campus residential areas:
  1. If a Service Animal poses a direct threat to the health and safety of others;
  2. If the Handler fails to maintain direct control over their Service Animal;
  3. If the animal is not housebroken;
- B. If a Service Animal is banned from the on-campus residential environment, the Handler will have the right to engage in an interactive process to determine how the individual can continue to participate in their work or learning environment with other appropriate accommodations.

The Handler shall meet with the Coordinator of Learning Resources to engage in the interactive process under ADA and Section 504 of the Rehabilitation Act of 1973 for the purpose of determining what reasonable accommodations are available to the Handler until and if such time that the Service Animal is permitted back into on-campus residential areas.

- C. If a Service Animal is required to be removed from on-campus residential areas, the Handler is required to fulfill all housing obligations for the remainder of the academic year.

#### **Section V. Violations of this Regulation**

- A. Any student with a prohibited or unapproved animal in on-campus residential areas is subject to a violation of the College Housing Policies. Likewise, any student accompanied by a Service

Animal who violates any provision of this Regulation is subject to discipline under the discipline stated within the College Housing Policies. Such discipline may include the restriction or removal of an animal. Any violation of this Regulation by a Service Animal will be considered a violation by the Handler.

- B. Residence Life Programs and Housing may ask to remove a Service Animal from on-campus residential areas for violations of this Regulation without initiating a disciplinary proceeding.
- C. Residence Life Programs and Housing may remove from on-campus residential areas any animals that are prohibited, unapproved, or otherwise in violation of University policies.
- D. Residence Life Programs & Housing regulations as well as the rules and regulations related to on-campus housing that are set out in this Regulation and violated by a student with a Service Animal in on-campus residential areas, will be referred to the same conduct process for all students, with or without a disability, who are residing in on-campus housing.

UNCSA regulations that apply to animals on campus, as well as the rules and regulations related to the general UNCSA campus that are set out in this Regulation and violated by a student with a Service Animal in on-campus residential areas, will be referred to the same conduct process, Housing Policy Infraction process or Student Conduct process for all UNCSA students, with or without a disability. Three Housing Policy Infractions within the same academic year become an automatic Minor Infraction as listed in the Student Code of Conduct.

## **Section VI. Grievances**

Individuals who believe they have a legitimate grievance against the University or a University employee in a matter relating to the use of Service Animals, may seek resolution of that grievance through the appropriate University procedure, listed below.

UNCSA has adopted an appeals process for disability-related matters to ensure a student's rights and privileges are protected. To learn more, go to the following link: [Disability Appeal Procedure](#). The ADA and Section 504 Compliance Officer for the University is committed to ensure that students with disabilities have equal access to educational opportunities at UNCSA. For questions or concerns regarding access to programs and services please contact the ADA and Section 504 Compliance Officer for the university. Every effort will be made to resolve a situation or concern and/or the student will be referred to the appropriate individual for assessment and review. The ADA and Section 504 Compliance Officer for UNCSA is:

Office of Learning Resources

Jadarius Jackson, Ph.D. – Director

Location: Teaching and Learning Center, 2nd floor, Library Annex

Phone: 336-726-6963

Fax: 336-726-6964

Email: [jacksonj@uncsa.edu](mailto:jacksonj@uncsa.edu)

This Regulation does not supersede any local/state/federal laws re Service Animals.

cc:    Learning Resources  
      Residence Life Programs & Housing

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