

## Emotional Support Animal Accommodation: Policy & Procedure

The University of the Arts is committed to providing reasonable and appropriate accommodations for qualified students with disabilities. The College complies with Section 504 of the Rehabilitation Act, the Americans with Disabilities Act Amendments Act (ADAAA) and the Fair Housing Act (FHA). University of the Arts permits Support Animals (often referred to as Emotional Support Animals) in campus residential housing as a reasonable accommodation once the student has met the guidelines under which approval of a Support Animal is determined, and the procedure for requesting housing accommodations has been completed and approved. Please note that if you are found responsible for having a support animal without approval, you are no longer eligible.

### **“SUPPORT ANIMAL” AND OTHER DEFINITIONS**

A “Support Animal” provides assistance or emotional support that help mitigate symptoms or effects of a person’s disability. A student requesting a support animal as an accommodation must demonstrate that the support animal is a reasonable accommodation for an emotional or mental health disability (defined as an impairment that substantially limits one or more major life activities).

Demonstrating this need requires documentation from a treating provider (not related to the student) certifying that the Support Animal is part of a prescribed treatment plan for the disabling condition and alleviates symptoms or effects of a disability. Support Animals may be considered for living in the student’s assigned living space; however, they are not permitted in other areas of the University (e.g., Library, academic buildings, classrooms, labs, studios, recital halls, dining facilities, kitchen areas, public bathrooms, etc.).

A “Service Animal” is a dog or miniature horses that are individually trained to do work or perform tasks for an individual with a disability. Service animals are permitted nearly everywhere on campus. Where it is not readily apparent that an animal is a service animal as defined by the ADA, the College may ask whether the animal is required because of a disability, and what work or task the animal has been trained to perform. Animals whose sole function is to provide comfort or emotional support do not qualify as service animals.

A “Pet” is an animal kept for ordinary use and companionship. A pet is not considered an Support Animal or a Service Animal and is not covered by this policy. On-campus residents are not permitted to keep pets in college housing (see student handbook).

An “Approved Animal” is a Service or Support/Assistance Animal that has been granted as a reasonable accommodation under this policy.

An “Owner” is the student who has requested an accommodation under this policy and has received approval to bring the “approved animal” on campus.

## PROCEDURES FOR REQUESTING A SUPPORT ANIMAL

Support Animals may not be brought into campus housing without approval of university officials. The procedures for requesting a Support Animal in college housing are as follows:

Owners should submit a request for a Support Animal as early as possible before the start of the term for which the request is being submitted. UArts will review and consider requests at any time, however, if the request for a Support Animal accommodation is made fewer than 60 days before the individual intends to move into housing, UArts cannot guarantee that the accommodation need will be met during the term of occupancy. If the need for an accommodation arises when an individual already resides in UArts housing, the owner should contact the OEA as soon as practicably possible.

- 1) A student requesting permission to keep a Support Animal in college housing must make a formal request to the Office of Educational Accessibility. To do so, the student must 1) submit the Intake Form online, 2) Schedule an Intake Meeting with OEA, and 3) submit documentation for review to the Office of Educational Accessibility. Requests for Support Animals as an accommodation are not guaranteed.

Documentation must:

- Be in the form of a **letter or report** from a therapist, psychologist or psychiatrist who is **qualified to make the diagnosis** and is **currently treating you** for the disability for which you are requesting an Support Animal.
  - The documentation must be on official letterhead and should be signed and dated within the last year.
  - Include a **specific diagnosis**, a **statement** of your current condition, the **date and a summary of your most recent evaluation**, and the **expected duration** of your condition.
  - State the current impact of (or **functional limitations**) imposed by the condition on your living situation.
  - Evidence that the provider is currently treating you for the condition for which the accommodation is requested.
  - Show a **clear explanation of the nexus between the assistance the animal provides and the documented disabilities** as it relates to residential living.
  - Clearly state a recommendation for a Support Animal as part of your treatment plan.
  - Include **possible alternatives** if the requested accommodation is not available.
- 2) Submit current veterinary records to the Office of Educational Accessibility. Vet records must demonstrate that the animal is in good health and has current vaccinations against diseases common to that breed of animal as recommended by the American Veterinary Medical Association. Receipts for recent visits typically do not address the current health of an animal. Vet records can be submitted either in-person, by email to [access@uarts.edu](mailto:access@uarts.edu) or by fax at 215-717-6823.
  - 3) In order for full consideration to be given, students must submit all documentation and intake information by July 1 for Fall and November 1 for Spring.

## FACTORS OF CONSIDERATION FOR ESA REQUESTS

The University may consider the following factors, among others, as evidence in determining whether the presence of the animal is reasonable or in the making of housing assignments for individuals with Support Animals:

- a. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment or whether it will force another individual from housing;
- b. The size of the animal as relative to the owner's assigned housing space
- c. The animal is not housebroken or is unable to live with others in a reasonable manner;
- d. The animal's vaccinations are not up-to-date;
- e. The animal poses or has posed in the past a direct threat to the individual or others such as aggressive behavior towards or injuring the individual or others; or
- f. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Upon approval of a Support Animal, the student's roommate(s) or suitemate(s) will be notified to solicit their acknowledgement of the approval, and notify them that the approved animal will be residing in shared assigned living space. Please note that the University is unable to make appropriate accommodations for more than one Support Animal/ESA per person.

## **SERVICE ANIMALS**

Students using Service animals are not required to register with the Office of Educational Accessibility; however, additional accommodations may be recommended for students who have a Service animal. Students using Service Animals are strongly encouraged to connect with the Office of Educational Accessibility by the established important dates to discuss various housing adjustments and classroom considerations with faculty that may need to be considered.

## **CONFLICTING HEALTH CONDITIONS**

Students with a medical condition affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the Office of Educational Accessibility if they have a health or safety related concern about exposure to an Approved Animal. Students presenting such concerns will be asked to provide medical documentation identifying the condition so the College can determine whether the medical condition requires accommodation when living in proximity to Service or Support Animals.

## **OWNER'S RESPONSIBILITY IN RESIDENTIAL HOUSING**

1. The Owner is responsible for assuring that the Approved/Support Animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there.
2. The Owner is financially responsible for the actions of the Approved Animal including bodily injury or property damage. The owner's responsibility covers but is not limited to replacement of furniture, carpet, windows, wall covering, and the like. The owner is expected to cover these costs at the time of repair and/or move-out.
3. The Owner is responsible for any expenses incurred for cleaning above and beyond a standard cleaning or for repairs to college premises that are assessed after the student and animal vacate the residence. The University shall have the right to bill the Student account of the owner for unmet obligations.
4. The Owner must notify Educational Accessibility in writing if the Approved Animal is no longer needed as an Approved Animal or is no longer in residence.
5. If fleas, ticks or other pests are detected through routine housing inspections, the residence will be treated using approved fumigation methods by a college-approved pest control service. If it is determined that the pests are attributed to the owner's animal, the owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls.
6. All roommates of the owner must sign an agreement allowing the Approved Animal to be in residence with them. In the event that one or more roommates or suitemates do not approve, either the owner and animal or the non-approving roommates or suitemates may be moved to a different location.
7. Service Animals may travel freely with their owner throughout university housing (and nearly all other areas of the University). *Emotional Support Animals must be contained within the privately assigned residential area (room, apartment) at all times, except when transported outside the private residential area in an animal carrier or controlled by leash or harness.*
8. Approved Animals may not be left overnight in residential housing to be cared for by another student. Animals must be taken with the student if the Owner leaves campus for a prolonged period or boarded locally if the student is off campus.

9. Housing has the ability to relocate owner and Approved Animal as necessary.
10. Any violation of the above rules may result in immediate removal of the animal from the College and may be reviewed through Conduct.
11. Should the Approved Animal be removed from the premises for any reason, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.
12. The Owner undertakes to comply with animal health and wellbeing requirements outlined below.

## **GUIDELINES FOR MAINTAINING A SUPPORT ANIMAL AT UARTS**

### Introduction:

The following guidelines apply to all Approved Animals and their owners, unless the nature of the documented disability of the owner presents a variance from the guidelines and has been modified and adjusted to meet those needs.

### Care and Supervision:

Care and supervision of the animal are the responsibility of the Owner. The Owner is required to maintain control of the animal at all times. The Owner is also responsible for ensuring the cleanup of the animal's waste. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied up before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces.

### Animal Health and Well-being:

1. Vaccination: In accordance with local ordinances and regulations the animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Although not mandated, cats should have the normal shots required for a healthy animal.
2. Health: Animals, other than cats and dogs, to be housed in campus housing must have an annual clean bill of health from a licensed veterinarian. Documentation can be a vaccination certificate for the animal or a veterinarian's statement regarding the animal's health. The college has authority to direct that the animal receives veterinary attention.
3. Leash: If appropriate, the animal must be on a leash. The Owner must have control of the animal at all times.
4. Other Conditions: Disability Services may place other reasonable conditions or restrictions on the animals depending on the nature and characteristics of the animal.

### Requirements for Faculty, Staff, Students, and Other Members of the UArts community:

#### Members of the UArts community are NOT to:

1. Touch a Service or Support Animal unless invited to do so.
2. Feed a Service or Support Animal.
3. Deliberately startle a Service or Support Animal.
4. Separate or to attempt to separate an owner from his or her Service or Support Animal.
5. Inquire for details about the owner's disabilities. The nature of a student's disability is a private matter protected by law.

Owners should provide guidance to others about appropriate/inappropriate interactions.

## **REMOVAL OF APPROVED ANIMAL**

The University may exclude/remove a Support Animal when 1) the animal poses a direct threat to the health or safety of others, 2) the animal's presence results in a fundamental alteration of the University's program, 3) the owner does not comply with Owner's Responsibilities in campus housing, or 4) the animal or its presence creates an unmanageable disturbance, interferes with the UArts community, results in substantial physical damage to the property of others, or interferes with the reasonable enjoyment of the housing by others.

The University may exclude/remove a Service Animal if 1) the animal is out of the control and the animal's owner does not take effective action to control it, 2) the animal is not housebroken, 3) the animal poses a direct threat to the health or safety of others that cannot be eliminated by a modification of policies, practices, or procedures, or by the provision of auxiliary aids or services, or the owner does not comply with Owner's Responsibilities in campus housing.

In summary, the Support Animal may be removed from UArts if:

- i. The animal poses a direct threat to the health and safety of others or causes substantial property damage to the property of others;
- ii. The animal's presence results in a fundamental alteration of a UArts program
- iii. The owner does not comply with the owner's responsibilities set forth above; and/or
- iv. The Animal or its presence creates an unmanageable disturbance or interference with the UArts community.

Should the Support animal be removed from the premises, the owner will have 48 hours from the time the removal notice is issued to remove the support animal from campus.

## **DAMAGE**

Owners of Approved Animals are solely responsible for any damage to persons or college property caused by their animals.

Areas off limits to Service Assistance Animals:

A Service Animal is permitted to accompany the student anywhere the student goes on campus, but the University may prohibit the use of Service Animals in certain locations because of health or 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, facility equipment rooms, areas where protective clothing and hairnets are necessary, and rooms with heavy machinery. When students with Service Animals must access a restricted area for a course requirement, reasonable accommodations will be provided to assure the student equal access to the academic program or activity.

## **NON-RETALIATION PROVISION**

UArts will not retaliate against any person because that individual has requested or received a reasonable accommodation in University housing, including a request for an Assistance Animal.

By my signature below, I verify that I have read, understand and will abide by the requirements outlined here and I agree to provide the additional information required to complete my Request for a Reasonable Accommodation under the University's Support Animal Policy for University Housing.

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**ACKNOWLEDGEMENT AND RELEASE OF INFORMATION CONSENT**

I have read and understand the Emotional Support Animal Policy and Agreement and I agree to abide by the requirements applicable to Support Animals. I understand that if I fail to meet the requirements set forth in the Policy, the University of the Arts has the right to remove the Support Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract.

I furthermore give permission to Residence Life staff to disclose to others impacted by the presence of my Support Animal (e.g., Residence Life staff, potential and/or actual roommate(s)/neighbor(s)) that I will be living with an animal as an accommodation. I understand that this information will be shared with the intent of preparing for the presence of the Support Animal and/or resolving any potential issues associated with the presence of the Support Animal.

I further recognize that the presence of the Support Animal may be noticed by others visiting or residing in University Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances Support Animals are permitted for persons with disabilities.

Signature & Date\_\_\_\_\_

OEA Staff Signature & Date\_\_\_\_\_

Residence Life Staff Signature & Date\_\_\_\_\_

**ROOMMATE ACKNOWLEDGEMENT**

I acknowledge that I will share the common areas of my assigned residential space with another student, as well as a Support Animal approved by UArts. Should I have any concerns regarding the care and control of the approved Support Animal, I will discuss my concerns with the animal’s owner. If the owner and I cannot come to a satisfactory resolution between us, then we will meet with Residential Life staff.

I am aware that the Support Animal is working with my roommate and I will observe the following etiquette:

- I will avoid touching the animal or its owner without permission.
- I will not make noises at the animal as it may distract the Support Animal from doing its job.
- I will not feed the animal as it may disrupt its schedule.
- I will not attempt to startle or distract the animal.
- I recognize students with a Support Animal may not want to talk about very personal matters, including diagnoses, or treatment, and will refrain from asking.
- I will refrain from gossip or discussion with others related to my roommate’s disability or accommodations. If the owner shares medical or disability-related information, I will treat the information as I would any personal information shared in confidence and will only share it on a need-to-know basis (e.g., emergency situation, or if professional attention or intervention is necessary).

Signature and Date\_\_\_\_\_

Signature and Date\_\_\_\_\_

Signature and Date\_\_\_\_\_