

# SERVICE AND ASSISTANCE ANIMAL POLICY



P. O. BOX 756860,  
FAIRBANKS, ALASKA 99775-6860

PHONE 907-474-7247

FAX 907-474-6423

WWW.UAF.EDU/RESLIFE

UAF.HOUSING@ALASKA.EDU

## UAF DEPARTMENT OF RESIDENCE LIFE

### SERVICE AND ASSISTANCE ANIMAL POLICY

University of Alaska Fairbanks recognizes the importance of Service and Assistance Animals to individuals with disabilities and has established the following policy regarding Service Animals Assistance Animals, to assist people with disabilities. This policy ensures that people with disabilities, who require the use of Service or Assistance Animals as a reasonable accommodation, receive the benefit of the work or tasks performed by such animals or the therapeutic support they provide. UAF is committed to allowing people with disabilities the use of a Service Animal on campus to facilitate their full-participation and equal access to the University's programs and activities. Set forth below are specific requirements and guidelines concerning the appropriate use of and protocols associated with Service Animals and Assistance Animals. UAF reserves the right to amend this policy, as circumstances require.

### SECTION I. DEFINITIONS

**A. SERVICE ANIMAL** A "Service Animal" is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. In some cases, a miniature horse may be permitted as a Service Animal. Other animals, whether wild or domestic, do not qualify as Service Animals. 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 Service Animal 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.

**B. ASSISTIVE ANIMAL** "Assistive" are (1) animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, (2) animals that provide emotional support which alleviates one or more identified symptoms or effects of a person's disability. Some, but not all, animals that assist persons with disabilities are professionally trained. In some cases, no special training

is required. The question is whether or not the animal performs the assistance or provides the benefit needed as a reasonable accommodation by the person with the disability. Unlike a Service Animal, an Assistance Animal does not assist a person with a disability with activities of daily living, nor does it accompany a person with a disability at all times. Assistance Animals may be considered for access to university housing; however, they are not permitted in other areas of the university (e.g. libraries, academic buildings, classrooms, labs, student center, etc.).

**C. PET** A "Pet" is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or an Assistance Animal. It is not covered by this policy. Pets are ONLY allowed in university apartments (excluding Cutler and Sustainable Village).

**D. APPROVED ANIMAL** An "Approved Animal" is a Service Animal or Assistance Animal that has been granted as a reasonable accommodation under the 09.06 UAF BOR policies.

**E. OWNER** The "Owner" is the student or other covered person who has requested the accommodation and has received approval to bring the "approved animal" on campus.

### SECTION IV. CONFLICTING HEALTH CONDITIONS

The Department of Residence Life will make a reasonable effort to notify tenants in the residence building where the Approved Animal will be located. Students with medical condition(s) that are affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact Disability Services if they have a health or safety related concern about exposure to a Service or Assistance Animal. The University is prepared to also reasonably accommodate individuals with such medical conditions that require accommodation when living in proximity to Service or Assistance Animals. Disability Services will resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodations of all persons involved. In the event that an agreement cannot be reached, Disability Services' decision is final and not subject to appeal.

PLEASE TURN OVER AND SIGN THIS AGREEMENT.

# SERVICE AND ASSISTIVE ANIMAL AGREEMENT

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### SECTION V. OWNER'S RESPONSIBILITIES IN UNIVERSITY HOUSING

**1. VACCINATION/LICENSING:** All Service and Assistive animals must be properly vaccinated. If required by the municipality, animals must be licensed. Appropriate dog tags must be present on a Service and/or Assistive dog at all times. The owner must submit proof of vaccination and license to the Department of Residence Life. The University reserves the right to request current records at any time during the animal's residency.

**2. CHANGES:** A resident who no longer has a Service or Assistive animal living with them must notify Disability Support Services in writing when the animal is no longer needed. To replace an approved animal, the owner must submit current vaccination and license information to the Department of Residence Life and may be required to submit additional information to Disability Support Services.

**3. FINANCIAL RESPONSIBILITY:** The owner is financially responsible for any damage to property or injury to individuals caused by the animal.

**4. RESTRICTIONS:** The animal must be contained in the owner's individual unit at all times, except when transported outside the unit via animal carrier, leash, or harness, as follows:

(a) *Service animals are allowed in all buildings on campus in order to perform their work.*

(b) *Assistance animals are not allowed in campus buildings except for the owner's private bedroom and, in the owner's presence, in the common areas of an individual unit. (Example: If you live in Bartlett Hall the animal cannot be in the lobby area except when using space as a thoroughfare).*

(c) The owner must keep the animal under restraint or on a leash at all times while it is outside of the owner's individual unit.

(d) Animals may not be tethered to University buildings, structures, motor vehicles, trees, railings, light poles, benches, posts, or other structures.

(e) Animals may not be kept on permanent or semi-permanent "runs" outside of units. University staff will remove "Runs" or other installations.

**5. EXTENDED/OVERNIGHT ABSENCE:** Owners are expected to be with their Service and/or Assistive animals regularly. Leaving a service or assistance animal in housing overnight, or for any extended periods of time, without the owner present, is not appropriate. When an owner is on vacation or will not be in their residence for more than 6 consecutive hours, they must find alternate accommodations for the animal. Owners may not leave their animals with another roommate or have the animal in another unit while the owner is away overnight. The animal should travel with the owner or boarded off campus when the owner is away.

**6. ANIMAL CLEANLINESS & CARE:** Owners are responsible for the cleanliness of their animals. This includes the personal hygiene of the animal (being bathed regularly) as well as the cleanliness of the housing facility, including the individual unit and the exterior walkways, lawn areas, etc. Please note that animal grooming is not allowed in residential facilities (bathing, clipping, etc.). Animal waste (indoor and outdoor) must be removed and properly disposed of immediately – failure to do so will result in cleaning charges or removal of the animal. An owner must arrange for an appropriate cleaning service if the owner is physically unable to remove and dispose of animal waste.

**7. ROOMMATE PERMISSION:** By signing this agreement, the resident acknowledges that the Department of Residence Life will contact roommates who will be placed within the same residential unit in order to obtain their approval to live with a service or assistance animal. Confidential information (such as the resident's specific diagnosis, etc.) will not be shared. If a roommate does not agree to live with an animal, either the owner and animal or the roommate will be relocated to a different unit.

**8. UNIVERSITY COMPLIANCE:** The owner agrees to follow all other Residence Life and campus policies. Reasonable accommodation, which may constitute an exception to the pet policy, does not constitute an exception to any other policy.

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### 9. ALASKA STATUE CARE OF ANIMALS COMPLIANCE:

It is expected that the owner will comply with statute 03.55.100 regarding the minimum care for animals:

- (a) The minimum standards of care for animals include:
  - (1) Food and water sufficient to maintain each animal in good health;
  - (2) An environment compatible with protecting and maintaining the good health and safety of the animal; and
  - (3) Reasonable medical care at times and to the extent available and necessary to maintain the animal in good health.
- (b) Any determination as to whether or not the standards of this chapter are met shall be based on the professional opinion of a veterinarian licensed under AS 08.98.
- (c) The department may adopt regulations to implement this section.

**10. INSPECTIONS:** The Owner's residence as well as the animal's home will be inspected to ensure that resident and animal are in compliance and following the agreement. **Inspections are not always pre-scheduled with the owner.** Compliance with all inspections is expected.

- If the inspection results in the owner completing certain tasks (space is unclean, animals care is in question, etc.... then the owner and RL staff will review expectations, determine actions required by owner and deadline for completion. A follow-up inspection will occur to ensure compliance.

- If the inspection results in fumigation due to fleas, ticks or other pests, the residence will be treated using approved fumigation methods by a university-approved pest control service. The owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls.

**11. REMOVAL OF ANIMAL:** The University may remove a service or companion animal when:

- (1) the animal poses a direct threat to the health or safety of others
- (2) when the owner does not comply with university and department policies
- (3) the animal or its presence creates an unmanageable disturbance or interference with the campus community
- (4) its presence fundamentally alters the nature of a program or activity. If this should occur, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract without the service or assistance animal.

**12. SERVICE ANIMALS MAY TRAVEL WITH THEIR OWNER** throughout University Housing. Assistive Animals must be contained within the privately assigned residential area (room, suite, apartment) at all times, except when transported outside the private residential area in an animal carrier or controlled by leash or harness.

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**The Owner is responsible for assuring that the Approved Animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there in.**

RESIDENT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

RESIDENCE LIFE PROFESSIONAL STAFF SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_