

Service Animal Policy

Accessibility Services, 123 Row Hall, counseling@westga.edu, (678) 839-6428,

<http://www.westga.edu/accessibility>

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The Americans with Disabilities Act defines a service animal as “any dog or horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability (Individual), including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the Individual's disability.” The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of certifying service animals for access on UWG's campus.

An animal that meets the definition above is considered a service animal and is allowed to accompany the Individual to class meetings, services, activities, programs, field trips, or residences and is to be allowed anywhere on campus unless specifically prohibited by this standard (see Section B), university policy, or federal/state law.

In addition, Georgia law (OCGA 30.4.2) provides that any person training a service animal (Partner) who is accompanied by an animal in training to be a service animal, or an animal being raised to be trained as a service animal, is required to be given the same degree of access to which a disabled Individual assisted by a service animal is entitled under applicable federal law.

Federal and state law specifically excludes animals whose primary purpose is emotional support, therapy, or comfort from the definition of service animal. Types of service animals includes:

- Guide Animal is a carefully trained animal that serves as a travel tool by persons who are blind or significantly visually impaired.
- Service Animal is an animal that has been trained to assist a person who has a mobility or health impairment. Service animals may perform a variety of duties including carrying, fetching, opening doors, pulling a wheelchair, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after the person falls, alerting a deaf person to an alarm or signal, etc. Service animals are also called assistance animals.
- SSIG Animal is an animal trained to assist a person with autism. The animal alerts the Individual to distracting repetitive movements common among those with autism, allowing the person to stop the movement. A person with autism may have problems with sensory input and need the same support services that an animal might give to a person who is blind or deaf.
- Seizure Response Animal is an animal trained to assist a person with a seizure disorder. The animal may stand guard over the person during a seizure or go for help. Some animals are able to predict a seizure and warn the person in advance.

Section A: Requirements for Service Animals and Their Individuals/Partners

1. **Registration:** Contact the Office of Accessibility Services and request the “Service Animal Registration Instructions and Forms.” This packet will be emailed to you.
2. **Documentation:** The Individual/Partner must provide documentation of the following:
 - a. **Vaccination:** The animal must have current immunization against diseases, including rabies, distemper and parvovirus. Animals must wear a rabies vaccination tag any time the animal is on campus.
 - b. **Health:** Owners must provide an annual health report from a licensed veterinarian stating that the service animal is in good health. If the health of an animal is in question, a health report may be required more frequently.
 - c. **Training:** Service animals must be properly trained. An owner of a service animal on campus must provide verification that the animal has been individually trained as a service animal to provide the service needed.
 - d. **Owner ID:** The student will be provided with a UWG card that verifies that the animal is an approved service animal. This ID is not required, but is provided to assist the student in communicating to the UWG community that the animal is allowed in public places.
3. **Responsibility:** The care and supervision of the animal is solely the responsibility of its Individual/Partner. The Individual/Partner is responsible for the service animal at all times including times when the animal is being managed by an alternate Individual/Partner. Individuals/Partners of a service animal shall be liable for any and all costs resulting from damages caused by a service animal to any UWG facility or injury to any person. In the case of any incident involving injury to a person by a service animal, the Individual/Partner shall make an immediate report to the University Police so that the incident can be properly investigated and documented.
4. **Leash/Harnessed:** The animal must be leashed/harnessed and under close and direct physical control of the Individual/Partner at all times the animal is on campus. Individuals/Partners are also prohibited from (a) transferring such control to another person (except a designated alternate) even momentarily, (b) requesting the assistance of other persons in supervising or controlling their service animal or (c) otherwise leaving the presence of their service animal for any period of time while on UWG facilities. Any Individual/Partner seeking an exception from the requirements must request an appropriate exception as provided in this standard (see Section D).
5. **Behavior:** Individuals/Partners are required to immediately remove a service animal that is unruly or disruptive (biting or attempting to bite, barking, running around, jumping at or on people or other excessive physical activity) or when directed to do so by University Police. Any service animal may be removed from campus temporarily, or excluded from campus permanently, if the animal is unruly and disruptive. The decision to exclude a service animal from campus will be made by University Police officers if the animal is deemed an immediate threat to the health and safety of others, or by the Director of The Counseling Center after hearing information from all parties involved in cases that are not an emergency. See Section C for appeal information.
6. **Housebroken:** Individuals/Partners must ensure that their service animal is housebroken. Any service animal that is not housebroken will be excluded from UWG facilities. In the event of an isolated incident, the

Individual/Partner is responsible for immediately cleaning up and disposing of bodily fluids or solid wastes whether indoors or outdoors.

7. Cleanup: The Individual/Partner is responsible for cleaning up of all liquid and solid animal waste unless the Individual/Partner is physically unable to perform the cleanup. The Individual/Partner should have appropriate cleanup materials and disposal bags available at all times. If physically unable to perform cleanup, a Work Information Center request must be sent to wic@westga.edu immediately.
8. Health: An Individual/Partner shall not bring a service animal that is ill to any UWG facilities and must remove the service animal immediately if it becomes ill. An Individual/Partner with a service animal that appears to be ill may be asked to remove the service animal from the facilities by faculty, staff or University Police. Service animals must be clean and well groomed. Any Individual/Partner with a service animal that is not clean (flea-infested, foul smelling, or inadequately groomed) may be asked to leave any UWG facility until such condition is corrected.
9. Reporting of Incidents: In the event of any incident involving property damage or bodily injury by the service animal, the Individual/Partner is required to call University Police immediately.

Section B: Areas Off Limits to Service Animals

The University of West Georgia may prohibit or restrict the access of service animals in certain facilities due to health and/or safety restrictions or where the animal's presence would compromise the integrity of research or otherwise fundamentally alter a program, activity, or operation. Such restriction will be determined on an individual basis by the administrator responsible for the restricted area; and will be communicated in writing to the Office of Accessibility Services and Human Resources. Such restrictions may include, but are not limited to:

1. Research laboratories where the presence of the animal may negatively impact the outcome of the research or the chemicals may be harmful to the animal.
2. Mechanical rooms/custodial closets such as boiler rooms, electrical closets, elevator machine rooms, technology control rooms, and similar spaces.
3. Areas where protective clothing/gear is required, including all chemical labs.
4. Food-preparation areas.
5. Areas of danger to the service animal where there are sharp objects on the floor or protruding from surfaces, hot surfaces, high levels of dust, moving machinery, loud noises, or potentially dangerous chemicals.
6. Other areas where the service animal may be endangered or constitute a danger to persons. The Office of Accessibility Services will coordinate with units that restrict access of service animals to a specific facility to provide appropriate notice to all members of the community and the public at large that those facilities are service animal restricted areas.

Section C: Appeals

Any Individual/Partner dissatisfied with a decision concerning a service animal may appeal through the University's established grievance procedure. The first appeal will be to the Director of Counseling, the second to the Associate Vice President and Dean of Students, third, The Vice President for Student Affairs and Enrollment Management and final appeal, to the President of the University.

Section D: Exceptions

Exceptions to any provision of this policy, including restrictions placed by UWG departments on access to specific areas, will be considered on a case-by-case basis upon written request to the Office of Accessibility Services, submitted not less than five business days prior to the date the exception is needed. The Accessibility Services Counselor will consult with other members of the UWG community in an interactive process to determine whether or not the request will be granted; taking into account all of the relevant facts and circumstances and will inform the requester in writing. Acceptance or denial of requests will be written and will include any specific additional conditions or restrictions. Under certain unusual circumstances, a responsible official of a UWG unit may allow a temporary exemption (for a duration and extent consistent with the unusual circumstances) to any provision of this standard regarding restrictions placed by UWG units on access for service animals to specific areas. This action must thereafter be reported in writing in a timely manner to the Office of Accessibility Services that explains all of the relevant circumstances.

PLEASE NOTE: The provisions of this policy are minimal requirements that may be supplemented by more specific requirements and procedures developed and implemented by individual UWG units due to the particular circumstances involved.

Section E: Violations

Individuals'/Partners' failure to comply with this policy may constitute one or more violations of the UWG Code of Conduct. Incidents may be directed to the Office of Student Conduct for adjudication.

Section F: Service Animals in University of West Georgia Housing

1. Service animals may not reside in campus housing without expressed approval of the University of West Georgia. These requests will be processed, as follows:
 - a. Residents who require a service animal (Individuals) or who have committed to raise and train service animals (Partners), may apply for an accommodation by submitting a Housing Accommodation Request to the Office of Accessibility Services along with appropriate documentation at least 30 days before making a reservation to live in on-campus housing. NOTE: Only animals that have been certified by Accessibility Services to be on campus may be considered for housing.
 - b. The Office of Accessibility Services staff will review the request and make a recommendation to Housing and Residence Life. See Section C for information concerning appeals.
 - c. Housing and Residence Life will notify the Individual/Partner that the request has been received. The request will be reviewed by the Director of Housing and Residence Life. No service animal may enter a housing facility until approval has been granted. Once a decision has been rendered, the Director of Housing and Residence Life will inform the requesting student and the Office of Accessibility Services. The Individual/Partner may then proceed with the process for reserving a space in housing. Appeals to housing decisions will follow the Housing and Residence Life grievance procedures.
 - d. Partners must notify the Director of Housing and Residence Life (in writing) if the training program has been concluded and the approved service animal is no longer in residence. To raise and train a new service animal, the resident must file a new request and follow the same procedures outlined herein.

- e. Housing and Residence Life will make a reasonable effort to notify tenants of the existence of a service animal in their building. Students with medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact the Office of Accessibility Services if they have a health or safety related concern regarding exposure to a service animal. The individual will be asked to provide medical documentation to Accessibility Services. If the condition is debilitating, Accessibility Services will assess the need for accommodations.

2. Resident Responsibilities:

- a. All roommates, suitemates, or apartment mates of the resident must sign the agreement form allowing the service animal to reside with them. In the event that one or more roommates, suitemates, or apartment-mates do not approve, either the resident and service animal or the non-approving roommates, suitemates, or apartment-mates, as determined by the Director of Housing and Residence Life, may be reassigned to a more suitable location.
- b. The resident is responsible for ensuring that the service animal does not interfere with the routine activities and daily operations of the residential facility or cause difficulties for residents or staff who reside and work there. Sensitivity to individuals with allergies and to those who fear animals is important to ensure the integrity of the residential community.
- c. The resident is financially and legally responsible for the actions of the service animal such as bodily injury or property damage including, but not limited to, any replacement of furniture, carpet, drapes, or wall coverings, etc. Housing and Residence Life shall have the right to bill the resident for necessary repair(s) and/or replacement costs.
- d. The resident is responsible for any expenses that are required due to costs incurred for cleaning which is above and beyond a normal cleaning or for repairs to housing premises that are assessed after vacating the residence. Housing and Residence Life shall have the right to bill the resident for all damages or deficiencies with the room condition. At a minimum, the resident will be charged a fee for carpet cleaning upon check-out.
- e. The student's residence may be inspected for fleas, ticks, or other pests once per term or as needed. Housing and Residence Life staff will schedule the inspection. If fleas, ticks, or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a university-approved pest control service. The resident will be billed for the expense of any pest treatment above and beyond normal required pest management.
- f. Residents are responsible for properly containing and disposing of all animal fecal waste. Outdoor animal waste, such as animal feces, must be immediately retrieved by the resident, placed in a plastic bag and securely tied before being disposed of in outside trash dumpsters. For visually impaired residents, a designated area will be agreed upon in advance.
- g. The Department of Housing and Residence Life has the ability to relocate the resident and the service animal as necessary per current contractual agreements.
- h. The resident agrees to continue to abide by all other residential policies. An exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

- i. Any violation to the above policies will be reviewed through the UWG conduct review process and the resident will be afforded all rights of due process and appeal as outlined in that process.
- j. In the event the service animal is removed from the premises for any reason, the resident is expected to fulfill his/her housing obligations for the remainder of the contract.
- k. The service animal must be on leash/harness and escorted by the resident at all times when entering public areas within the residential facilities and across campus. See Section A for more information.
- l. The service animal must not be left within the resident's living space should the resident leave his/her campus residence.
- m. Other responsibilities may be added to the resident's individual agreement as determined by the individual circumstances.

3. Resident Animal Health and Behavior:

- a. An exception to the university Pet Policy is granted for service animals provided that their behavior, noise, odor, and waste not exceed reasonable standards for a well behaved animal and that these factors do not create unreasonable disruptions to the residential community.
- b. All service animals must have all veterinarian recommended vaccinations to maintain the animal's health and prevent contagious diseases. Documentation of vaccinations is due prior to the beginning of the contract period. If the approval is obtained after the contract period has begun, documentation of vaccinations will be required prior to the service animal entering the residential facility after approval has been granted. The Department of Housing and Residence Life reserves the right to request an updated verification at any time during the animal's residency.
- c. If state or local licenses are required for the service animal, they must be obtained and kept current in compliance with the local jurisdiction (i.e., animal license) requirements. The Office of Accessibility Services and the Department of Housing and Residence Life reserves the right to request proof of licensing at any time during the animal's residency.
- d. All service animals, if taken outside the private residential area, must wear identification tags with contact information and rabies tag, and the animal's UWG ID (see Section A.2.d.).
- e. All service animals must be housed in acceptable conditions within the residential area (i.e. appropriately sized crate/carrier, ability to move freely through the residential area, etc.).
- f. All service animals must be treated humanely. If mistreatment is reported, the Area Coordinator will review the report with the resident. The University conduct process may be initiated as a result of a report of mistreatment.

The following is to be completed by ALL Individuals/Partners:

I have read and understand the UWG Service Animal Policy. I will follow this policy while I have a service animal on the UWG campus. I understand if I fail to follow any of these policies I will be subject to Student Conduct Office adjudication, up to and including suspension from the university.

ATTENTION THOSE LIVING IN UWG HOUSING: I have read and understand Section F of the UWG Service Animal Policy. I will follow this policy while I am living in University Housing and have a service animal. I understand that if I do not follow the policies herein I will be subject to Housing and Residence Life and/or Student Conduct Office adjudication up to and including removal from the residence hall and suspension from the university.

Student Printed Name _____ **917#** _____

Student Signature _____ **Date** _____

Original: Accessibility Services

Copies: Housing and Residence Life

Dean of Students

Risk Management

Facilities