

# Eastern Illinois University Emotional Support Animal (ESA) Policy and Agreement

Eastern Illinois University recognizes the importance of "Service Animals" as defined by the Americans with Disabilities Act Amendments Act (ADAAA), and of Emotional Support Animals (ESAs), supported by the Fair Housing Act. EIU is committed to allowing individuals 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. EIU is also committed to allowing ESAs, necessary to provide individuals with mental health disabilities an equal opportunity to use and enjoy University housing. This Policy explains the specific requirements applicable to an individual's use of an ESA in University housing. EIU reserves the right to amend this Policy at any time as circumstances require. This Policy applies solely to ESAs that may be necessary in University housing. It does not apply to "service animals" as defined by the ADAAA, and whose presence on campus is explained in the EIU Service Animal Policy.

Although it is the policy of EIU that individuals are generally prohibited from having animals of any type in University housing, EIU will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an ESA that is reasonable and necessary because of a mental health disability. **However, no ESA may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.** Any requests for animals in residence for individuals with disabilities that are neither service animals nor ESAs should be directed to the Office of Accessibility & Accommodations.

## Definitions

- 1. Emotional Support Animal (ESA):** An Emotional Support Animal (ESA) is an animal that provides therapeutic emotional support for an individual with a diagnosed mental health disability. Unlike service animals that are trained to perform specific tasks that are important to the independence or safety of their disabled handler, ESAs are generally not trained to perform disability-specific tasks. Their therapeutic support is a function of their presence and interaction with the person with a disability. ESAs are **not pets**, but they typically are animals commonly kept in households as pets. An ESA may be a dog (most common), cat, small bird, rabbit, hamster, gerbil, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure. Under guidance from HUD, reptiles (other than turtles), barnyard animals, monkeys, and other non-domesticated animals are not considered common household animals. Exceptions to these guidelines regarding animals serving as ESAs will be considered on a case-by-case basis. The question in determining if an ESA will be allowed in University housing is whether or not the ESA is necessary because of the individual's disability to afford the individual an equal opportunity to use and enjoy University housing and its presence in University housing is reasonable. However, even if the individual with a disability establishes necessity for an ESA and it is allowed in University housing, an ESA is not permitted in other areas of the University (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.).

2. **Pet:** A "pet" is an animal kept for pleasure and companionship. A pet is not considered an Emotional Support Animal or a Service Animal and therefore is not covered by this Policy or the EIU Service Animal Policy.
3. **Owner:** An "owner" is the individual who has requested the accommodation and has received approval to bring an ESA into University housing.

### **Procedures for Requesting an ESA in University Housing**

The procedure for requesting an ESA follows the general procedures set forth in the University Housing Reasonable Accommodation Policy and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the University Housing Reasonable Accommodation Policy, this Policy shall control.

**Animals are not allowed into University Housing until all of the following steps have been completed and the resident has official approval to bring the animal to campus from the Office of Accessibility and Accommodations.**

#### **Stage 1: Review Policies, Submit Documentation, Meet with OAA**

1. The resident **must** read both the Eastern Illinois University Housing Reasonable Accommodation Policy and the Eastern Illinois University Emotional Support Animal (ESA) Policy and Agreement in full.
  - i. The Resident must provide the following documentation to OAA:
  - ii. A signed and dated copy of this document, the EIU ESA Policy & Agreement
  - iii. An Accommodation Request Form
  - iv. The Provider ESA Recommendation Form completed by a qualifying provider showing that the animal is prescribed as part of an ongoing treatment plan. The type of animal being prescribed should be indicated. Other documentation may be accepted but the OAA reserves the right to determine if the documentation provides sufficient information.
2. Upon review of documentation, the OAA director will meet with the resident to discuss the request.
3. The request may be discussed with the Housing Accommodation Committee when necessary.

#### **Stage 2: Notification of ESA Request Determination**

1. Resident will be notified by the OAA in writing if the request for an ESA has been approved.
  - i. The notification will include a determination of the need for an ESA and if the specific animal requested has been approved.
2. If the ESA need and specific animal are both approved, a designated representative from Housing will also be notified.

#### **Stage 3: Review with Housing and Additional Documents**

1. Once the need for an ESA and the specific animal have been approved, the resident **must** meet with a designated representative from Housing to review policies and provide the following additional documentation:
  - i. Records from a certified veterinarian with proof of up-to-date vaccinations and information about the general health of the animal

- ii. The EIU Housing ESA Registration Form
- iii. Roommate/Suitemate Agreement (if applicable)

**Stage 4: Animal May Come to Campus**

1. Once all of the above steps have been completed and verified, the OAA will notify the resident in writing that the animal may now come to campus.

**Stage 5: Annual Renewal of ESA**

1. Resident must submit the following documentation by August 1<sup>st</sup> of the upcoming academic year in order to bring the approved ESA back to campus each Fall semester:
  - i. A statement from relevant certified provider on official letterhead indicating the continued need for an ESA (the ESA Recommendation Form does not need to be completed again).
  - ii. A new signed and dated copy of EIU ESA Policy & Agreement
  - iii. Records from a certified veterinarian with proof of up-to-date vaccinations and information about the general health of the animal
  - iv. The EIU Housing ESA Registration Form
  - v. Roommate/Suitemate Agreement (if applicable)

Failure to submit these documents in a timely manner may result in a delay of the animal's return to campus.

If any part of the request is denied (the need for an ESA and/or the specific animal requested), the resident may appeal following the appeals process.

If for any reason an approved ESA can no longer be on campus and the resident wishes to bring a different animal, the resident **must** contact the OAA to request approval for a different animal. A different animal than the ESA previously approved is not allowed in University Housing until it has been approved to come to campus by the OAA.

**Criteria for Determining if Presence of an ESA is Reasonable**

1. The determination whether an ESA request constitutes a reasonable accommodation is made on an individual case-by-case basis in consultation between the Office of Accessibility & Accommodations and University Housing. A request for an ESA may be denied as unreasonable if the presence of the animal
  - a. Imposes an undue financial and/or administrative burden;
  - b. Fundamentally alters University housing policies; and/or
  - c. Poses a direct threat to the health and safety of others or would cause substantial property damage to the property of others, including University property.
2. EIU 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 an ESA:
  - a. The space needed for the cage/crate in which the animal will be housed is too large for available assigned housing space;
  - b. The animal's presence would force another individual from individual housing (e.g. serious allergies);
  - c. The animal's presence otherwise violates individual's right to peace and quiet enjoyment;

- d. The animal is not housebroken or is unable to live with others in a reasonable manner;
  - i. Generally, dogs must be at least 10 months of age and cats but be at least 6 months of age before being brought into University housing.
- e. The animal poses health risks from zoonotic diseases or safety concerns regarding containment that cannot be sufficiently mitigated for inclusion in the communal living setting.
- f. The animal's vaccinations are not up-to-date;
- g. 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
- h. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

EIU reserves the right to inspect the proposed enclosure for the animal to determine space appropriateness and ensure proper containment of the animal.

EIU will not limit room assignments for individuals with an ESA to any particular building or buildings because the individual needs an ESA because of a disability.

Generally, only one animal is approved per housing unit. If more than one resident in the same unit has need for an ESA or a service animal, the University reserves the right to arrange for alternative housing for one of the residents.

#### **Access to University Facilities by ESAs**

1. An ESA must be contained within the Owner's privately assigned individual living accommodations (e.g. room, suite, apartment) except to the extent the individual is taking the animal out for natural relief. When an ESA is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. ESA are not allowed in any University facilities other than the University residence hall (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.
2. Dominion and Control: An ESA must be properly housed and restrained or otherwise under the dominion and control of the Owner at all times. No Owner shall permit the animal to go loose or run at large. If an animal is found running at large, the animal is subject to capture and confinement and immediate removal from University housing.

#### **Owner's Responsibilities for an ESA**

If the University grants an Owner's request to live with an ESA, the Owner is solely responsible for the custody and care of the ESA and must meet the following requirements:

1. The Owner must abide by current city, county, and state ordinances, laws, and/or regulations pertaining to licensing, vaccination, and other requirements for animals such as leash laws. It is the Owner's responsibility to know and understand these ordinances, laws, and regulations. The University has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. The University reserves the right to request documentation showing that the animal has been licensed.
  - i. Dogs and cats **MUST** have proof of current rabies vaccination. A copy will be kept on file and must be kept current.

2. The Owner is required to clean up after and properly dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by EIU. Solid waste (such as cat litter) must be placed in a sturdy plastic bag and be taken directly to the dumpster. Animal waste should never be disposed of down the garbage chute.
3. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the ESA and/or discipline for the responsible individual.
4. EIU will not ask for or require an individual with a disability to pay a fee or surcharge for an approved ESA.
5. An individual with a disability may be charged for any damage caused by their ESA beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Owner's living accommodations may also be inspected for fleas, ticks, or other pests if necessary as part of the University's standard routine of inspection. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by University pest control. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The University shall have the right to bill the Owner's account for unmet obligations under this provision.
6. The Owner must fully cooperate with University personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g. cleaning the animal, feeding/water the animal, designating an outdoor relief area, disposing of feces, etc.).
7. The ESA may not be left overnight in University housing to be cared for by any individual other than the Owner. If the Owner is to be absent from their residence hall overnight or longer, the animal must accompany the Owner. The Owner is responsible for ensuring that the ESA is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
8. The Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individual who reside there. The Owner must maintain control of the ESA at all times and must ensure the animal follows housing policies in regard to noise. Depending on the animal, regular grooming or bathing may be required to avoid significant odors, shedding, or pests. Animals are never to be bathed or groomed in community or public bathrooms or showers. The animal's cage/crate and accessories should also not be washed in communal bathroom facilities.
9. The animal is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify the Office of Accessibility & Accommodations in writing if the ESA is no longer needed or is no longer in residence. To replace an ESA, the new animal must be necessary because of the Owner's disability and the Owner must follow the procedures in this Policy and the University Housing Reasonable Accommodation Policy when requesting a different animal. A different animal is not allowed into University housing until it has been approved.
10. EIU personnel shall not be required to provide care or food for any ESA including, but not limited to, removing the animal during emergency evacuation for events such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, damage to, or loss of the animal.

11. The Owner must provide contact information for an alternative caregiver/emergency contact who will take responsibility for the ESA and remove it from campus should the Owner be unable to care for it. The caregiver/emergency contact must not currently reside in University housing and must be available to remove the ESA within 8 hours of notice if the Owner is unable to provide care.
  - i. The University may have an ESA removed from University housing by University Pest Control if it is not removed in a timely manner or is not being provided care to ensure its immediate health and well-being.
12. The individual must provide written consent for the Office of Accessibility & Accommodations to disclose the information regarding the request for and presence of the ESA to those individuals who may be impacted by the presence of the animal including, but not limited to, Housing personnel and potential and/or actual roommate(s)/neighbor(s). Such information shall be limited to information related to the animal and shall not include information related to the individual's disability.

### **Right to Inspect**

University Housing staff maintain the right to inspect the Owner's living space to investigate complaints or concerns and/or to confirm the Owner's compliance with this Policy.

### **Removal of an ESA**

If the animal is unable to successfully adapt to the communal living setting, or the Owner violates the terms of this contract, it may be necessary to remove the animal from University housing. If the determination is made by University Housing staff or the Dean of Students Office, the animal must be removed from University housing within 48 hours of notification.

The University may require the Owner to remove the ESA from University housing if:

1. The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others or university property;
2. The animal's presence results in a fundamental alteration of a University program;
3. The Owner does not comply with the Owner's Responsibilities set forth above; or
4. The animal or its presence creates an unmanageable disturbance or interference with the University community.

The University will base such determination upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Any removal of an ESA will be done in consultation with the Office of Accessibility & Accommodations and may be appealed to the Dean of Student Success following the procedure set forth in Paragraph 5 of the University Housing Reasonable Accommodation Policy. The Owner will be afforded all rights of due process and appeal as outlined in that process.

Should the ESA be removed from the premises for any reason, the Owner is expected to fulfill the existing financial obligations for the remainder of the housing contract.

### **Non-retaliation Provision**

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

**Acknowledgement and Release of Information Consent**

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 Emotional Support Animal Policy for University Housing.

I have read and understand the Emotional Support Animal Policy and Agreement and I agree to abide by the requirements applicable to ESAs. I understand that if I fail to meet the requirements set forth in the Policy, EIU has the right to remove the ESA and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract. I understand that if I violate this agreement, I may be subject to disciplinary action through the Student Code of Conduct.

I furthermore give permission to the Office of Accessibility & Accommodations to disclose to others impacted by the presence of my Emotional Support Animal (e.g., Housing 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 ESA and/or resolving any potential issues associated with the presence of the ESA.

I further recognize that the presence of the ESA 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 ESAs are permitted for persons with disabilities.

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date

Note: This policy is current as of May 29, 2025. The University reserves the right to amend this Policy at any time as circumstances require.