

## University of Evansville

### Emotional Support Animal Protocol and Agreement

It is recognized that Emotional Support Animals (ESA) can provide valuable emotional support to individuals with properly documented mental health disabilities. It is the policy of the University of Evansville that individuals are prohibited from having animals of any type in University Housing. In accordance with the Fair Housing Act (FHA), Disability Services along with Residence Life will consider a housing accommodation request to allow students experiencing significant mental health disabilities to keep an ESA with them in University Housing.

The following information is provided to define the guidelines and responsibilities for having an ESA in University Housing and the process for requesting an ESA as an accommodation. **An ESA cannot be kept in University housing at any time prior to the individual receiving approval through the Office of Disability Services, and Residence Life as a reasonable accommodation pursuant to this policy.** Residents found with unauthorized animals in University Housing will be required to remove the animal from campus housing and be subject to a fine and disciplinary action. This document applies solely to ESAs which may be necessary in University Housing. It does not apply to service animals as defined by the ADA.

### Definitions

**Emotional Support Animals** – Animals that provide a sense of safety, companionship or comfort to individuals with psychiatric or emotional disabilities or conditions. Although these animals may provide therapeutic benefit, they are not considered service animals under Federal regulations. In most cases, ESAs provide the necessary support without any formal training or certification.

The question in determining if an ESA will be allowed in University housing is whether the ESA is necessary because of the individual's disability to afford the individual an equal opportunity to use and enjoy University Housing and whether its presence in University Housing is reasonable. The approved ESA is not permitted in any campus buildings other than the Residential Owner's assigned housing. The need for a student to have an animal that is not a service animal in other areas of the University must be established under the rules governing requests for accommodation under Section 504 and/or the ADA through the Office of Disability Services.

### University Housing

University Housing includes all residence halls, townhouses, village properties, and approved University housing rented to students, employees, or others.

### Campus Buildings

Campus Buildings include all academic, administrative, and athletic facilities.

## Criteria for Determining if the Presence of the ESA is Reasonable

- A. University Housing is unique in several aspects including the assignment of roommates and the policy that individuals must share a room or pay an additional fee for single accommodation in certain University Housing. To ensure the presence of an ESA is not an undue administrative burden or fundamental alteration of University Housing, the University reserves the right to adjust housing assignments. In addition, if roommates have objections to sharing their living space with an ESA, alternative living arrangements may be necessary. Such decisions will be made on a case-by-case basis.
  
- B. Disability Services staff and Residence Life may consult in making determination on a case-by-case basis whether the presence of an ESA is reasonable. A request may be denied as unreasonable if the presence of the animal: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters University Housing policies; and/or (3) 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.
  
- C. The University may consider the following factors, among others, in determining whether the presence of the animal is reasonable or in assigning housing for individuals with ESAs:
  1. The space available is insufficient to house the animal and the necessary cage/crate to hold the animal.
  2. The animal's presence would force another individual from housing (e.g. serious allergies);
  3. The animal's presence otherwise violates individuals' right to peace and quiet enjoyment;
  4. The animal is not housebroken or is unable to live with others in a reasonable manner;
  5. The animal's vaccinations are not up to date;
  6. The animal poses or has posed in the past a direct threat to the safety and health of others, such as aggressive behavior or injuring others; or an animal poses a greater risk of transmitting diseases that cannot be effectively controlled through vaccinations or other reasonable precautionary measures.
  7. The animal causes or has caused excessive damage to University Housing beyond reasonable wear and tear;
  8. In most cases, University Housing is not an appropriate environment to raise puppies and kittens. Generally, dogs and cats must be at least 5 months old, housebroken or litter trained, and fully vaccinated before they can live in University Housing. It is recommended cats and dogs be neutered or spayed.
  9. Generally, only one ESA is allowed per student and one ESA is allowed per University Housing unit, in order to fulfill the intent of the FHA requirements in providing support to the student with a mental health disability.

## General Use Guidelines

### Living Space

An ESA must be contained within the Residential Owner's assigned University Housing except to the extent the individual is taking the animal out for natural relief. When an ESA is outside the Residential Owner's living accommodations, it must be in an animal carrier or controlled by a leash or harness.

### Dominion and Control

Notwithstanding the restrictions set forth herein, the ESA must always be properly housed and restrained or otherwise under the dominion and control of the Residential Owner. No Residential Owner shall permit the ESA to go loose or run at large. If an ESA is found running at large, the ESA is subject to capture, confinement, and immediate removal from University Housing.

### Residential Owner's Responsibilities

1. The Residential Owner is responsible for being knowledgeable of state and local immunization and licensing requirements for their ESA and for fully complying with those requirements. Copies of licensing and/or immunization documents must be provided upon request.
2. The Residential Owner is responsible for the care and well-being of the ESA. This includes feeding and watering the animal, keeping the animal clean and odor free, and providing and paying for all appropriate veterinary care.
3. The Residential Owner is required to pick-up and dispose of the animal's waste in a safe and sanitary manner and, when provided, must use animal relief areas designated by the Director of Residence Life. The University is not responsible for these services. Additionally, the ESA is not to be bathed or its cage/crate, or bedding cleaned using University facilities. It is recommended the Residential Owner bathe their ESAs at local pet stores that offer self-service pet washing facilities. The Residential Owner should use local laundromats for washing ESA bedding.
4. The Residential Owner is required to ensure the animal is always well cared for. Any evidence of mistreatment or abuse may result in immediate removal of the ESA by the Residential Owner or Animal Control. Disciplinary action may follow depending on circumstances.
5. The Residential Owner may be charged for any damage caused by the ESA beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. The Residential Owner's living accommodations may also be inspected for fleas, ticks or other pests as necessary. 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 Residential Owner will be billed for the expense of any pest treatment above and beyond standard pest management in University Housing. The University shall have the right to bill the Residential Owner's account for unmet obligations under this provision.
6. An ESA may not be left overnight in University housing to be cared for by any individual other than the Residential Owner. If the Residential Owner is to be absent overnight or longer, the ESA must accompany the Residential Owner or other off campus arrangements must be made. The Residential Owner is responsible for ensuring the ESA is caged or crated, as appropriate, when the Residential Owner is not present while attending classes or other activities. The University reserves the right to inspect the enclosure used in containing the animal.

7. The Residential Owner agrees to abide by all equally applicable residential policies that are unrelated to the individual's disability such as assuring the animal does not unduly interfere with the routine activities of the residence or cause difficulties for individuals who reside there.
8. The animal is allowed in University Housing only as long as it is necessary because of the Residential Owner's disability. The Residential Owner must notify the Office of Residence Life in writing if the animal is no longer needed or is no longer in residence.
9. To replace an approved ESA, the Residential Owner must contact Disability Services for approval of the new animal and sign a new Emotional Support Animal Protocol and Agreement Form.
10. UE 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 Residential Owner must provide the name and contact information for someone who does not reside in University housing and can take responsibility for the animal within 12 hours should the Residential Owner be unable or unavailable to care for it.
12. The Residential Owner acknowledges information may be shared with those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life personnel and potential and/or actual roommate(s) and neighbors. Such information shall be limited to information related to the animal and shall not include information related to the individual's disability.

## **Exclusions**

The University may require the Residential Owner to remove the animal from University Housing in the timeframe determined by University personnel 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;
2. the animal's presence results in a fundamental alteration of a University program;
3. the Residential Owner does not comply with the Residential 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 determinations upon the consideration of the behavior of that animal and not on speculation or fear about the harm or damages an animal may cause. Any removal of the animal will be done in consultation with Disability Services and Residence Life and may be appealed following the Disability Services grievance procedures. Information regarding the grievance process can be found at <https://www.evansville.edu/counseling/disability/grievance-procedures.cfm>

Should the ESA be removed from University Housing for any reason, the Residential Owner is expected to fulfill their housing obligations for the remainder of their housing contract. If it is determined that the animal must be removed from University Housing and the student fails to comply with the stated time frame, the University may have the animal removed to the nearest animal shelter, at the Residential Owner's expense. Failure to comply with the order for removal may result in disciplinary action and fine.

## Acknowledgement and Release of Information Consent Form

By my signature below, I verify that I have read, understand, and will abide to the requirements outlined here and I agree to provide the additional information required to complete my request for an ESA as an accommodation for University Housing.

I understand adequate documentation must be provided to Disability Services at least 30 days in advance of when I am proposing to have an ESA in University Housing. The ESA Committee made up of Disability Services staff members and the Director of Counseling Services will review documentation and determine if the request is approved. The committee will consult with the Director and Assistant Director of Residence Life to determine whether the presence of the animal is reasonable or in the making of housing arrangements.

I understand that if I fail to meet the requirements set forth in this policy, the University of Evansville has the right to remove the ESA and I will be nonetheless required to fulfill my housing obligations for the remainder of my housing contract.

I furthermore give permission to the University to disclose to others impacted by the presence of my ESA, such as actual and potential roommates, neighbors, University personnel, or contractors, that I will be living with an animal as an accommodation approved through the Office of Disability Services. I understand 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 an 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.

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Disability Services Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Residence Life Representative

\_\_\_\_\_  
Date

### **Alternate Caregiver for ESA**

In the event of an emergency, such as hospitalization, the ESA must be left in the care of an individual who lives off campus and can take responsibility for the animal within 12 hours.

\_\_\_\_\_  
Name of Alternate Caregiver

\_\_\_\_\_  
Relationship to Owner

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number