



Disability Services

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Emotional Support Animal Policy

Illinois Wesleyan University (IWU) recognizes under the Fair Housing Act (FHA) the importance of emotional support animals which provide emotional support for individuals with disabilities. Illinois Wesleyan University is committed to allowing an emotional support animal necessary in providing individuals with disabilities an equal opportunity to use and enjoy University housing. This policy pertains to emotional support animals only, and not to service animals or pets.

Illinois Wesleyan University reserves the right to amend this policy.

Section 1: Definitions

- A. Emotional support animal (ESA):** An *emotional support animal* is an animal whose sole function is to provide emotional support, comfort, therapy, therapeutic benefits, or to promote emotional well-being. Emotional support animals may not be brought into University housing without prior approval from the appropriate University officials, consistent with this Policy. A person qualifies for a reasonable accommodation if:
1. The person has a documented disability and has provided the required documents to the University; and
 2. The animal is necessary to afford the person with a disability an equal opportunity to use and enjoy the University's housing; and
 3. There is an identifiable relationship between the disability and the assistance the animal provides.

The University will not permit an emotional support animal if it would pose a direct threat to the health or safety of others, would cause substantial physical damaged to the property of others, would pose an undue financial and administrative burden; or would fundamentally alter the nature of the University's operations (see Section 3).

NOTE: Emotional support animals are not trained to assist an individual with a disability in the activities of daily living and are therefore NOT considered service animals under the criteria established by the Americans with Disabilities Act (as amended) and do not qualify for the same legal protections.

- B. Pet:** A *pet* is defined as an animal kept for ordinary use and companionship.
- C. Owner:** The *Owner* is the student who has requested the accommodation and has received approval for an ESA accommodation.

Section 2: Procedure for Requesting an Emotional Support Animal in University Housing

Approval of an ESA and approval of the particular animal requested by the student is determined on a case-by-case basis. Students must renew their application each academic year to have an ESA in University housing (updated documentation may be required) due to changing residential assignments and settings. Illinois Wesleyan University will accept and consider requests for reasonable accommodation in University housing at any

time. **However, an ESA may NOT be kept in University housing at any time prior to the individual receiving written approval as a reasonable accommodation pursuant to this Policy.** The individual making the request for an ESA should complete the steps below as soon as practicably possible before moving into University housing.

- A. The Owner will request an ESA through Disability Services.
- B. The Owner will provide an **Emotional Support Animal Verification Form** *completed by an appropriately qualified and credentialed health care professional who has an established therapeutic relationship with the Owner.*
- C. The Coordinator of Disability Services will provide the Owner with a copy of the **Emotional Support Animal Policy** for review.
- D. **Meeting with Disability Services, Policy Review and Agreement:**
 1. The Owner will schedule and participate in an appointment with the Coordinator of Disability Services, during which the student's request to have an ESA in University housing will be considered.
 2. The Owner will review the **Emotional Support Animal Policy.**
 3. The Owner will review and sign the **Emotional Support Animal Agreement and Release of Information Consent Form.**
- E. **Review:** The Coordinator of Disability Services, in collaboration with the Director and Associate Director of Residential Life, will review the Owner's request for the ESA.
 1. **Approved Request:** The Owner will receive written notification via their IWU email address, and an approved move-in date for the ESA.
 - a. The following will receive notifications of the presence of the ESA: the Residence Hall Director and the Resident Assistants for the building where the Owner and ESA resides, Physical Plant (Custodial and Maintenance), and Campus Safety.
 - b. IWU reserves the right to notify neighbors, where applicable in residence halls, that the Owner will be living with an ESA as an accommodation.
 - c. Should changes in housing assignment for the Owner or roommates be required, the Office of Residential Life, in collaboration with the Coordinator of Disability Services, will meet with the individuals and make arrangements for room assignment changes.
 2. **Denied Request:** The student will receive written notification via their IWU email address with reasons for the denial.
 - a. The student has the right to appeal.
 - i. Appeals must be made in writing and sent to the Coordinator of Disability Services within 7 business days of the written notification, and when applicable will be reviewed by the Accommodations Appeal Board.
 - ii. A decision on the written appeal will be made within 10 business days of receipt of appeal and will be final.
- F. **Animal Information:** Prior to the ESAs arrival on campus, the Owner will complete the **Emotional Support Animal Registration Form** and submit it to Disability Services. The Owner will also submit copies of appropriate vaccination documentation and a current veterinary Health Certificate.

- G. Roommate Agreement:** Where applicable, the Owner's roommates or suitemates will meet individually with the Residence Hall Director for the hall in which they reside and will review the **Emotional Support Animal Policy** and complete the **Roommate/Suitemate Agreement Form**.
1. Should the housing or roommate assignment change for the Owner during the academic year, a new **Roommate/Suitemate Acknowledgement Form** must be completed as appropriate.

Section 3: Criteria for Determining if Presence of the ESA is Reasonable

University housing is unique in several aspects including the mandatory assignment of roommates for many individuals, as well as a mandate that individuals must share a room or suite in most University residences. To ensure that the presence of an ESA is not an undue administrative burden or fundamental alteration of University housing, Illinois Wesleyan University reserves the right to assign an individual with an ESA an alternative housing assignment, including a single room without a roommate.

- A.** For all requests for an ESA, Disability Services shall consult with the Office of Residential Life in making a determination on a case-by-case basis of whether the presence of an ESA is reasonable. A request for an ESA 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.
- B.** Illinois Wesleyan University may consider the following factors, among others, as evidence in determining whether the presence of the ESA is reasonable or in the making of housing assignments for individuals with an ESA:
1. The size of the ESA is too large for available assigned housing space;
 2. The ESA's presence would force another individual from individual housing (e.g. serious allergies);
 3. The ESA's presence otherwise violates individuals' right to peace and quiet enjoyment;
 4. The ESA is not housebroken or is unable to live with others in a reasonable manner;
 5. The ESA's vaccinations are not up-to-date;
 6. The ESA 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;
 7. The ESA causes, or has previously caused, excessive damage to housing beyond reasonable wear and tear; or
 8. Dangerous, poisonous, oversized, and/or illegal animals are not permitted, as these would not be considered a reasonable accommodation in a community living environment.
- C.** Illinois Wesleyan University will not limit room assignments for individuals with an ESA to any particular building or buildings because the individual needs an ESA or because of a disability.

Section 4: Housing Policy and Access to University Facilities

- A.** Students are not permitted to keep pets in University housing, other than fish.
- B.** Approved ESAs are only permitted in the Owner's room.
1. ESAs are NOT permitted in other residents' rooms, lounges, lobbies, offices or any other public areas of the residence halls (other than when being transported directly to/from the ESA Owner's living space – please see Section 5 for further details), classrooms, dining facilities, or any other campus facilities.

- C. When applicable, ESAs are only permitted in designated outdoor spaces for natural relief and exercise.
- D. The 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.

Section 5: Responsibility and Expectations of Owners with Emotional Support Animals

- A. **Care and Supervision:** Care and supervision (custody) of the animal is the sole responsibility of the Owner and must meet the following requirements:
 - 1. The Owner is responsible for ensuring that the ESA is contained/crated, as appropriate, when the Owner is not present during the day while attending classes or other activities. While crating of dogs and cats is not required, it is recommended.
 - 2. When applicable for the particular type of ESA, the ESA is required to wear a collar/tag which includes their Owner's contact information.
 - 3. When the ESA is transported outside of the residence hall room, the ESA must be on a leash or transported in a carrier.
 - 4. The Owner is required to indicate the presence of an ESA on any work or repair orders submitted through Information Technology Services (ITS) or the School Dude system.
 - 5. Necessary precautions should be made for Physical Plant and other University personnel (e.g. Campus Safety) to enter the residence hall room. The ESA must be caged or crated, or removed from the room, during the time the University personnel are in the room.
 - a. The University is not liable if the ESA escapes during one of these visits.
 - 6. An 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 his/her residence hall overnight or longer, the ESA must accompany the Owner.
 - 7. The Owner must provide contact information for an alternative caregiver/emergency contact who will take responsibility of the ESA and remove it from campus should the Owner be unable to care for it (e.g. hospitalization, accident). The caregiver/emergency contact must reside **OFF** campus and must be available to remove the ESA in a timely manner appropriate for the animal species and needed care.
 - a. The University may have an ESA removed from University housing by local Animal Control if it is not removed in a timely manner, or is not being provided care to ensure its immediate health and well-being.
 - 8. If an emergency situation occurs where the Owner is unable to care for their ESA, the Owner must notify their Residence Hall Director during regular business hours (Monday-Friday 8:00-4:30pm) at 309-556-3113, or the Resident Assistant on Duty during nights and weekends. If the Owner is unable to reach either, Campus Safety must be notified at 309-556-1111.

- a. Notification of such a situation and removal of the ESA must occur in a timely manner appropriate for the animal species and needed care, but may not extend overnight in any case. Failure of timely removal, may result in the ESA being removed by local Animal Control.
9. The Owner shall notify their Resident Assistant (RA) or the RA on Duty immediately if his/her ESA is missing and cannot be located. If either RA is unavailable, the Owner shall call Campus Safety (309-556-1111) to notify the Residence Director On-Duty.
10. Illinois Wesleyan University, Illinois Wesleyan University personnel, and Illinois Wesleyan University students shall not be required to provide food, care or any additional space for any ESA. This includes, but is not limited to, removing the animal during an 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. Owners are responsible for feeding and watering their animal within the confines of their room. Bowls of food and water should be placed on mats so that water and food do not get on the carpet/floor. If food or water is spilled, the Owner is responsible for cleaning the floor of their residence immediately.
12. Food for the ESA should be kept in a sealed plastic container within the confines of the Owner's room. Open bags of food are not permissible, as they attract bugs.
13. If the ESA is a dog/cat that has not been spayed, it will be necessary for the animal to wear a diaper while it is in heat.

B. Waste Management and Cleaning:

1. The ESA must be housebroken or housed in species appropriate cages/crates/habitats. Pee pads are not permitted for toileting.
2. The Owner is responsible for managing all cleaning tasks associated with keeping and caring for their ESA, including hair/fur, waste management, litter and bedding. University housekeeping equipment, and/or supplies may NOT be used for any ESA cleaning tasks.
3. The ESA should be kept clean and free from odor; however, Owners may not use hall or apartment showers, sinks or baths to clean their ESAs.
4. Should Owners need to clean litter boxes or cages in University housing facilities (e.g. bathroom sink, shower) the Owner is responsible for cleaning and returning the facility to the condition it was found in before the cleaning of the litter box or cage occurred.
5. Owners are responsible for properly cleaning up after, containing and disposing of all animal waste. Solid waste (such as cat litter, soiled bedding, etc.) must be placed in a sturdy plastic bag and tied securely before being disposed of in a trash can. Litter boxes should be placed on mats so that feces and urine are not tracked onto carpeted surfaces.
6. ESA odor and waste accumulation must not exceed reasonable standards. Litter boxes and cage bedding must be maintained such that odors are not apparent outside of the student's living space.

7. For animals, which must be toileted outside, IWU will designate appropriate areas near the Owner's residential location for regular toileting of their animal. Outdoor animal waste/ feces, must be immediately cleaned up, contained (placed in a plastic bag and securely tied) and disposed of by the Owner in outside trash cans on the perimeter of the residence hall. Improper waste disposal is grounds for the removal of the animal.
8. If the ESA becomes sick and vomits and/or becomes incontinent, it is the responsibility of the Owner to make sure it is cleaned up immediately.
9. It is expected that Owners of cats and dogs will follow veterinary recommendations for preventative treatment of fleas and ticks.

C. Health and Well-Being:

1. The Owner must abide by current city, county and state ordinances, laws and/or regulations pertaining to licensing, vaccination, noise, restraint, at-large animals, dangerous animals and other requirements for animals. 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.
2. The ESA must be immunized against disease common to that type of animal.
 - a. Dogs and cats must have proof of current rabies vaccination. A copy of the current licensing documentation for the animal will be kept on file and must be kept current.
 - b. Dogs must wear a current license tag (McLean County) and a current rabies vaccination tag.
3. An ESA housed in University housing must have an annual clean bill of health from a licensed veterinarian.
4. The University reserves the right to mandate that the ESA receive veterinary attention, or be removed from University property.
5. The Owner is required to ensure the ESA is well cared for at all times. Any suspected or observed issues related to mistreatment or abuse of the ESA will be reported to the proper investigatory authorities, may result in immediate removal of the ESA, and may subject the responsible individual to University disciplinary action.

D. ESA Behavior:

1. An ESA may not disrupt others by unreasonable noises, odors, or other behaviors.
 - a. The ESA must not be unduly disruptive or pose an immediate threat to others. The Coordinator of Disability Services, Assistant Dean of Students for Campus Life, or Associate Director of Residential Life shall be responsible for making such determinations about an ESA's conduct within the residence halls.
 - i. *If a decision is made that an ESA has been unduly disruptive or poses an immediate threat to others, the animal must be removed immediately; see Section 7 for additional information.*

2. The Owner, not the University, is responsible for the actions of the ESA including bodily injury or property damage. Owners with an ESA are likely to be charged if additional cleaning or damage occurs as a result of having the ESA in University housing. The Owner is expected to pay these costs upon repair or cleaning. In addition, the University retains the right to remove the ESA, at the owner's expense, should the ESA become a direct threat to the health and safety of others or violates these requirements in any way.

E. Financial Responsibility:

1. Illinois Wesleyan University does not require an individual with a disability to pay an additional fee or surcharge for an approved ESA.
2. An Owner will be charged for any damage caused by his or her ESA beyond reasonable wear and tear to the same extent that it charges other individuals for damages beyond reasonable wear and tear. Any damages caused will be charged to the Owner's student account.
 - a. A room condition report (RCR) of the ESA Owner's living space will be completed prior to the ESA being allowed in such living space.
 - b. At check out, a walk-through with the original RCR will be completed to determine if damages have occurred and, if so, the charges that need to be assessed. These charges may include (but are not limited to) any extra carpet, drapery, furniture cleaning, or vacuuming that is required due to the presence of the ESA. A pre-checkout walk will be performed by a designated Office of Residential Life staff member approximately two weeks prior to check out to determine if damages have occurred and if additional cleaning appears necessary.
3. The Owner's living accommodations will also be inspected for fleas, ticks, or other pests if necessary as part of the University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by university-approved pest control service. The Owner will be billed for the expense of any pest treatment above and beyond standard pest management in University housing. IWU has the right to bill the Owner's account for unmet obligations under this provision. The Owner will be required to treat their ESA for any such infestation at their expense.
4. Any cost for the actions of the ESA, including bodily injury, property damage, and/or non-standard cleaning, are the sole responsibility of the Owner. IWU reserves the right to bill the student's account for any charges related to the ESA.
5. An Owner is strongly encouraged to consider obtaining renter's and/or liability insurance in connection with the approval of his/her request to provide coverage for any damages to property or person as a result of the maintenance of the ESA.

F. General Responsibilities:

1. To ensure a positive residential community, the Owner is responsible for instructing others on appropriate interactions with the ESA.
2. 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 individuals who reside there. Behavior, noise,

and odor must not exceed reasonable standards for a well-behaved animal and these factors must not create unreasonable disruptions for other residents.

3. The ESA is allowed in University housing only as long as it is necessary because of the Owner's disability. The Owner must notify Disability Services in writing if the ESA is no longer needed or is no longer in residence.
4. If an ESA passes away while on campus, the ESA must be removed from campus within 24 hours.
5. 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 when requesting a different animal (see Section 2).

G. Right to Inspect:

1. Office of Residential Life Professional Staff maintain the right to inspect the ESA Owner's living space to investigate complaints or concerns and/or to confirm the ESA Owner's compliance with this Policy.

H. Notification of Policy Violations:

1. Violations of the Policy terms and conditions will be entered into the University's Conduct Coordinator database.
2. Owners will be notified via their IWU email address if violations of Policy terms and conditions occur.
3. Owners may also be required to meet with Office of Residential Life Professional Staff, the Associate Dean of Students, and/or the Coordinator of Disability Services to review and discuss violations.

Section 6: Conflicting Disabilities

Should there be conflicting considerations between the student approved for an ESA and the needs of roommate(s), suitemate(s), such as health/allergy conditions, either the student requesting the ESA or the non-approving roommate(s) or suitemate(s) may be moved to a different location based on space availability. Students with medical condition(s) that are affected by animals (respiratory diseases, asthma, severe allergies) should contact the Coordinator of Disability Services or the Office of Residential Life if they have a health or safety related concern about exposure to an ESA. The individual will be asked to provide medical documentation that identifies the condition(s), and will allow determination to be made as to whether the condition is disabling and whether there is a need for an accommodation. The Office of Residential Life and Disability Services, will respond in a timely manner and will carefully consider options for all involved students.

Section 7: Removal of ESA

The Coordinator of Disability Services, Assistant Dean of Students for Campus Life, or Associate Director of Residential Life shall be responsible for making such determinations about an ESA's ability to stay in University housing.

Illinois Wesleyan University may require the Owner of an ESA to remove the animal from IWU property if:

1. The ESA poses a direct threat to the health or safety of others.
2. The ESA causes substantial property damage to the property of others or university property.

3. The ESA's behavior is unruly or disruptive (e.g., barking, growling, running around, and/or displaying aggressive behavior).
 - a. If such behavior persists, the Owner may be prohibited from bringing the animal on campus until the Owner takes significant and effective remedial steps to correct the animal's behavioral problems.
4. The ESA is ill. Animals that are ill or in poor health must not be taken into public areas.
5. The Owner fails to properly clean up and dispose of the animal's waste.
6. The ESA is otherwise unclean or unkempt.
7. The animal or its presence creates an unmanageable disturbance or interference with the IWU community.
8. There is evidence of abuse or neglect of the animal by the owner.
9. The animal's presence results in a fundamental alteration of an IWU program.
10. The Owner does not comply with this Policy.

If a decision is made that an ESA must be removed, the Owner shall be given written notice via their IWU email address, and will receive a phone call. *The ESA must be removed from campus immediately.*

1. The student has the right to appeal.
 - a. Appeals must be made in writing and sent to the Coordinator of Disability Services within 7 Business days of the written notification, and when applicable will be reviewed by the Accommodations Appeal Board.
 - b. A decision on the written appeal will be made within 10 business days of receipt of appeal and will be final.

Section 8: Non-retaliation Provision

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