

Emotional Support Animal Policy and Agreement

The Cleveland Institute of Art (CIA) is committed to providing a supportive and inclusive environment for students with disabilities, as well as to complying with all applicable provisions of the American with Disabilities Act (ADA), as amended, Section 504 of the Rehabilitation Act of 1972, and the Fair Housing Act (FHA).

CIA is also committed to allowing Emotional Support Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy CIA housing. This Policy explains the specific requirements applicable to an individual's use of an Emotional Support Animal in CIA housing. CIA reserves the right to amend this Policy as circumstances require. This policy applies solely to "Emotional Support Animals" which may be necessary in CIA housing. It does not apply to "service animals" as defined by the ADA.

To clarify, CIA recognizes the importance of "Service Animals" as defined by the Americans with Disabilities Act Amendments Act (ADAAA) and the broader category of "Assistance Animals" under the Fair Housing Act that provide physical and/or emotional support to individuals with disabilities. CIA 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 CIA's programs and activities. Please refer to CIA's Service Animal Policy for more information.

Although it is the policy of CIA that individuals are generally prohibited from having animals except for small fish in CIA housing, CIA will consider a request by an individual with a disability for reasonable accommodation from this prohibition to allow an Emotional Support Animal that is necessary because of a disability. However, no Emotional Support Animal may be kept in CIA housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

I. Definitions

A. Emotional Support Animal

"Emotional Support Animals" (ESAs) are a category of animals that provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual's disability, but which are not considered Service Animals under the ADAAA and CIA's Service Animal Policy. In most cases ESAs provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as ESAs, but any animal may serve a person with a disability as an ESA."

The question in determining if an ESA will be allowed in CIA housing is whether or not the ESA is necessary because of the individual's significant mental health disability to afford the individual an equal opportunity to use and enjoy CIA housing and its presence in CIA housing is reasonable. However, even if the individual with a significant mental health disability establishes necessity for an ESA and it is allowed in CIA housing, the

ESA is relegated to the student's suite and is not permitted in other areas of CIA housing (e.g. lounges, laundry, workout facilities, etc.). An ESA is also not permitted in other areas of the CIA (e.g. dining facilities, libraries, academic buildings, athletic buildings and facilities, classrooms, labs, individual centers, etc.).

B. Owner

The "Owner" is the individual who has requested the accommodation and has received approval to bring an ESA into CIA Housing.

C. Accessibility & Disability Support Services

The Accessibility & Disability Support Services (ADSS) collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all CIA programs and activities.

II. Procedures for Requesting an ESA in CIA Housing

The procedure for requesting an ESA follows the general procedures set forth in a separate policy called the Reasonable Accommodation Policy for CIA Housing ("RAP for Housing") and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the RAP for Housing, this Policy shall control.

III. Criteria for Determining If Initial and Ongoing Presence of the ESA is Reasonable

- A. CIA housing is unique in several aspects including the mandatory assignment of roommates for many individuals and the mandate that individuals must share a room or suite in certain residence halls. To ensure that the presence of ESA is not an undue administrative burden or fundamental alteration of CIA housing, CIA reserves the right to assign an individual with an ESA to a single room without a roommate. Generally, if roommates/suitemates have objections to sharing their living quarters with the ESA, alternative living arrangements may be necessary for the individual with an ESA. Such decisions will be made on a case-by-case basis.
- B. For all requests for ESAs, Accessibility & Disability Support Services shall nonetheless consult with Student Life and Housing 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 CIA 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 CIA property.
- C. CIA may consider the following additional 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 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 to modify their current living assignment (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 or does not meet city, county, and/or state ordinances;
6. 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 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.
7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.
8. CIA believes that CIA's Housing is not an appropriate setting to raise a young puppy/kitten. Generally, dogs must be at least 10 months of age and cats must be at least six months of age and be spayed or neutered, before being allowed to live in-residence.
9. Generally, only one ESA is allowed per residence unit and one ESA will be approved for a student, in order to fulfill the intent of the FHA requirement.

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

IV. Access to CIA Facilities by Emotional Support Animals

A. ESAs

At all times an ESA must be contained within the Owner's privately assigned individual living accommodations (e.g., suite and 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. ESAs are not allowed in any CIA facilities other than the CIA residence suite to which the individual is assigned. Please refer to Part V Owner's Responsibilities for ESA for Owner responsibilities when the Owner is not present in the private individual living accommodation.

B. Dominion and Control

Notwithstanding the restrictions set forth herein, the ESA must be properly housed and restrained or otherwise under the dominion and control, including responding to commands, 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 CIA housing.

V. Owner's Responsibilities for ESA

If CIA 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:

A. General Responsibilities

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. It is the Owner's responsibility to know and understand these ordinances, laws, and regulations. CIA has the right to require documentation of compliance with such ordinances, laws, and/or regulations, which may include a vaccination certificate. CIA reserves the right to request documentation showing that the animal has been licensed.
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 CIA. Waste disposal via CIA plumbing is prohibited. The Owner should always carry equipment sufficient to clean up and properly dispose of the animal's waste and fluids. Owners who are not physically able to pick up and dispose of the animal's waste and fluids are responsible for making all necessary arrangements for assistance. CIA is not responsible for these services. Additionally, the animal is not to be bathed or its cage/crate, or bedding cleaned using CIA Housing or CIA facilities.
3. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment, neglect, or abuse may result in immediate removal of the ESA and/or discipline for the responsible individual.
4. CIA 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 CIA'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 a CIA-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. CIA shall have the right to bill the Owner's account for unmet obligations under this provision.

6. The Owner must fully cooperate with CIA personnel with regard to meeting the terms of this Policy and developing procedures for care of the animal (e.g., cleaning the animal, feeding/watering the animal, designating an outdoor relief area, disposing of feces, litter boxes, etc.).
7. ESAs may not be left overnight in CIA 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 the ESA is contained (caged or crated), as appropriate, when the Owner is not present while attending classes or other activities. CIA reserves the right to inspect the enclosure used in containing the animal.
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 individuals who reside there.
9. The animal is allowed in CIA housing only as long as it is necessary because of the Owner's disability. The Owner must notify Accessibility & Disability Support Services 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 Reasonable Accommodation Policy when requesting a different animal.
10. CIA 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 CIA with the name and contact information for someone who does not reside in CIA housing and who can retrieve the animal from CIA Housing and take responsibility for the animal within 12 hours should the Owner be unable or unavailable to care for it or if the animal must be removed for a policy violation.
12. The individual acknowledges information may be shared to those individuals who may be impacted by the presence of the animal including, but not limited to, Student Life and 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.

13. CIA will indicate the presence an approved ESA resides within a particular CIA Housing suite by places a specific symbol, i.e. paw print sticker, on the exterior door of the suite. This symbol does not indicate which resident is the Owner and does not disclose any disability related information. If the symbol is removed or missing from the door for any reason, it is the Owner's responsibility to inform CIA that a new symbol is needed.
14. The Owner is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.

VI. Removal of Emotional Support Animal

CIA may require the individual to remove the animal from CIA 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;
- 2) the animal's presence results in a fundamental alteration of a CIA 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 CIA community.

CIA will base such determinations 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 the animal will be done in consultation with the Accessibility & Disability Support Services Coordinator and may be appealed to the Dean of Student of following the procedure set forth in the Student Handbook. The Owner will be afforded all rights of due process and appeal as outlined in that process. If the ESA is excluded from CIA Housing, the animal must remain off campus during any appeals process.

Should the ESA be removed from the premises for any reason, the Owner is expected to fulfill all housing obligations for the remainder of the housing contract. If it is determined that the animal must be removed from CIA Housing the student is responsible for transporting the animal to a safe place of their choosing (e.g., home residence or emergency contact) within the time frame given.. If the student fails to comply with the stated timeframe, CIA may have the animal removed to the nearest, appropriate animal shelter, at the Owner's expense. Additionally, failure to comply with the order for removal may result in disciplinary action.

VII. Non-retaliation Provision

CIA will not retaliate against any person because that individual has requested or received a reasonable accommodation in CIA housing, including a request for an Emotional Support Animal.



Cleveland Institute of Art

Acknowledgement and Release of Information Consent Form

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 CIA's Emotional Support Animal Policy for CIA Housing.

I have read and understand the Emotional Support Animal Policy and Agreement and I agree to abide by the requirements applicable to Emotional Support Animals. I understand that if I fail to meet the requirements set forth in the Policy, CIA has the right to remove the Emotional Support Animal and I will be nonetheless required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract.

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

I further recognize that the presence of the Emotional Support Animal may be noticed by others visiting or residing in CIA Housing and agree that staff may acknowledge the presence of the animal, and explain that under certain circumstances Emotional Support Animals are permitted for persons with disabilities.

Owner's Signature: _____

Date: _____

Accessibility & Disability Support Services Representative: _____

Date: _____

Student Life and Housing Representative: _____

Date: _____



Cleveland Institute of Art

ESA Emergency Contact Form

Student Information

First Name: _____ Middle: _____ Last: _____
Preferred Name: _____
Cell Phone (____) _____ - _____
Campus Address: _____

Animal Information

Name of Animal: _____
Species of Animal: (dog, cat, etc.) _____
Breed of Animal: _____
Sex of Animal: Male ____ Female ____
Age of Animal: _____

Emergency Contact Information

First Name: _____ Middle: _____ Last: _____
Preferred Name: _____
Cell Phone (____) _____ - _____
Home Address: _____

Relation to Student: _____

By my signature below, I verify that the emergency contact listed can retrieve my animal from CIA Housing and take responsibility for my animal within 12 hours should I be unable or unavailable to care for it or if the animal must be removed for a policy violation. I understand that it is my responsibility to update my emergency contact information as applicable.

Student Signature: _____
Date: _____