

EMOTIONAL SUPPORT ANIMAL ACCOMMODATION: POLICY & PROCEDURE

Columbus College of Art & Design (CCAD) and the Learning Support Office (LS) provide reasonable accommodations to individuals with disabilities and complies with all laws related to the Fair Housing Act as it relates to Emotional Support Animals. This process does not apply to Service Animals. Please see LS for policies and procedures related to Service Animals residing in CCAD housing facilities.

A. DEFINITIONS

1. OWNER

Owner is a CCAD student who requests an accommodation to reside with an Emotional Support Animal in CCAD's student housing facilities. For purposes of this policy, the term owner, student, and/or individual all apply to the CCAD student requesting an accommodation to reside with an Emotional Support Animal in CCAD housing.

2. ANIMAL TYPES RECOGNIZED BY CCAD

CCAD recognizes different animal types on campus. Animals that provide owners with support and assistance are recognized as either a **Service Animal (SA)** or as an **Emotional Support Animal (ESA)**, both defined below. These two types of animals are not pets. For more information about pets at CCAD, please refer to the Animal Policy in the Student Handbook on MyCCAD.

a. EMOTIONAL SUPPORT ANIMAL

Under the Fair Housing Act (FHA), an ESA is a companion animal that provides therapeutic benefit to an individual with a disability. Because an ESA is not individually trained to perform a specific job or task, an ESA is not an SA and is therefore only permitted in the owner's on-campus residence. An owner may only request/reside with one ESA. **No ESA may be kept in CCAD student housing at any time prior to the owner receiving approval from the Learning Support Office.**

b. SERVICE ANIMAL

The Americans with Disabilities Act (ADA) and the Department of Justice define an SA as a dog that is individually trained to do work or perform tasks for people with disabilities. The work or task(s) the dog has been trained to provide must be related directly to the person's disability. Examples of such work/tasks include guiding a person who is blind, pulling a wheelchair, or alerting a person who is diabetic about blood sugar levels. An SA is not the same as an ESA (see above). An SA is a working animal, not a pet. Other animal species, whether wild or domestic, trained or untrained, are not an SA. An owner with an SA is permitted to be accompanied by their SA in all areas of CCAD where members of the general public, program participants, clients, customers, patrons, or invitees are allowed to go or as the activity pertains to curriculum or employment responsibilities. Owners residing in CCAD housing must register their SA with the Learning Support Office.

B. FACTORS OF CONSIDERATION FOR ESA REQUESTS

CCAD may consider the following as evidence in determining whether the presence of an ESA is a reasonable and necessary accommodation and/or in the housing assignment process for individuals with an approved ESA:

1. The size of the animal as relative to the owner's assigned housing space;
2. The animal's presence and whether it will force another individual from housing (e.g. serious allergies);
3. The animal's presence and whether it will violate individuals' right to peace and quiet enjoyment;
4. Whether or not the animal is housebroken or if it is unable to live with others in a reasonable manner;
5. The animal's vaccination history; and/or,
6. Whether the animal poses or has posed in the past a direct threat to the safety or health of the owner or others. This may include aggressive behavior towards or injuring the owner or others, the potential transmission of zoonotic diseases, or if the animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

C. PROCESS TO REQUEST AN ESA AS A DISABILITY ACCOMMODATION

Owners should submit an accommodation request for an ESA as early as possible before the start of the term for which the request is being submitted. CCAD will review and consider such requests at any time, however, if the request for an ESA accommodation is made fewer than 60 days before the individual intends to move into CCAD housing, CCAD cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester or term of occupancy. If the need for the accommodation arises when an individual already resides in CCAD housing, the owner should contact the Learning Support Office as soon as practicably possible. CCAD cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.

1. **Student submits a written request for an ESA accommodation to learningsupport@ccad.edu. When the student's disability(ies) is not otherwise apparent, the request must be accompanied by documentation from a licensed health care provider (LHCP) and qualifying veterinary records, defined below.** The documentation must be presented by the LHCP treating the condition for which the ESA is needed, be presented in letter format on the LHCP's letterhead, and include and demonstrate the following:
 - a. The LHCP's name, credentials, contact information, and dated signature
 - b. The owner has a disability, as defined by ADA, and the associated symptoms
 - c. Which major life activity(ies) the disability impacts in a housing environment
 - d. The **necessity** for the ESA in order to provide the owner equal opportunity to use and enjoy campus housing
 - e. A clear explanation of the nexus, or relationship, between the assistance the animal provides and the documented disability –specifically, how will the ESA mitigate the symptoms presented by the disability

For guidance on documentation requirements, owners should provide their LHCP with the ESA Documentation Requirements and Guidelines. Documentation can be submitted either in-person, by email to learningsupport@ccad.edu, or by fax at 614.437.7261.

2. **Submit current veterinary records to the Learning Support Office.** Vet records must demonstrate that the animal is in good health and has current vaccinations against diseases common to that breed of animal as recommended by the American Veterinary Medical Association. Receipts for recent visits typically do not address the current health of an animal. Owners should speak to the veterinary office about additional records that qualify. Vet records can be submitted either in-person, by email to learningsupport@ccad.edu, or by fax at 614.437.7261.
3. **As documentation and/or vet records are received, the Learning Support Office will review and update the owner via email with next steps in the process, which may include a meeting or a request for more information.**
4. **If the medical documentation and vet records provide sufficient information for the Learning Support Office to determine the accommodation is necessary, a staff member in the Office will contact the owner to schedule a meeting, which can be facilitated in-person, via video conference, or via telephone.** The purpose of this meeting is to review campus-wide policies that apply to an ESA. The owner will also review and sign the ESA Community Standards & Expectations Agreement at this time.
5. **If the medical documentation and/or vet records are lacking sufficient information for the Learning Support Office to determine whether the accommodation is necessary, a staff member in the Office will inform the owner in writing of the documentation's insufficiency within 7 business days of receiving the documentation, and may request additional information, including speaking directly with the individual supplying the documentation.**
6. **After meeting with a staff member in the Learning Support Office to review the ESA Community Standards & Expectations Agreement, the Learning Support Office, in consultation with the Residence Life Office and the Vice President for Student Affairs, will notify the owner via CCAD email of a final decision within 5 business days of the meeting.** If approved, the owner may be required to meet with a Residence Life Office staff member to review the agreement and expectations before bringing the ESA to their CCAD residence.

7. Owners may appeal any decision directly to the Vice President for Student Affairs at cmundell@ccad.edu within 5 business days of receiving the final decision notification from the Learning Support Office. The decision of the Vice President is final.

D. ESA COMMUNITY STANDARDS & EXPECTATIONS AGREEMENT

1. GUIDELINES FOR ANIMAL CARE:

- a. The ESA must be clean and in good health. Owners must abide by current city ordinances/laws pertaining to licensing and vaccination requirements for their ESA. It is the responsibility of the owner to know about these ordinances and laws.
- b. The ESA's cage/crate/bedding must NOT be cleaned in CCAD laundry or bathroom facilities. Please use off-campus resources, such as a laundromat, for this purpose.
- c. The ESA must be completely housebroken. Owners are responsible for properly containing and disposing of all animal waste and/or maintaining a clean habitat for the ESA. Animal waste containers, such as cages/bedding/litter boxes, must be kept in the owner's private room or area of their shared room at all times. Bathrooms are not acceptable places for these items to be stored. Waste must be immediately retrieved by owner, placed in a plastic bag and securely tied before being disposed of in a trash dumpster outside the building. Owners must comply with campus signage related to appropriate locations for animal bio-waste relief. Owners who are unable to properly dispose of their animal's waste must work with the Learning Support Office to develop an alternative accommodation to this requirement.
- d. The student must effectively control the ESA at all times. The animal cannot pose a direct threat to the health or safety of others. If the owner cannot effectively control the animal or if it poses a direct threat to the health or safety of others, the permission to keep the ESA in campus housing will be rescinded until such time that the problem is rectified.
- e. The Residence Life Office conducts at least one fire drill each semester, possibly more depending on successful outcomes of tests. Owners with an ESA are responsible for the ESA at all times, including during times of fire drills, fire alarms, or other campus emergencies. CCAD and the Residence Life Office's priority is the safety of its student residents. Residence Life Office staff will attempt to alert owners with an ESA 1-2 days in advance of a drill, however, that isn't guaranteed. Building alarms are a routine occurrence for other non-drill situations and CCAD and its staff will not be responsible for ensuring that an ESA is safe and removed from the building, regardless of the type of emergency. Owners will not be allowed to re-enter buildings during an emergency or drill situation. Jurisdiction of the alarm or emergency is transferred to emergency responders upon arrival. 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. Owners may never, under any circumstances, ask roommates or other campus community members to retrieve or rescue their ESA at any time, especially during times of an emergency.
- f. Routine maintenance of the ESA is expected and may include flea and tick prevention, de-worming, annual examinations, and vaccinations, as recommended for that species by the American Veterinary Medical Association. The Residence Life Office will inspect the residential unit on a routine basis. If fleas, ticks, or other pests are detected through inspection, the unit will be treated using fumigation methods and approved pest control services. Applicable costs will be put on the owners' student account. CCAD has the right to request updated veterinary verification at any time during the ESA's residency. If the owner detects fleas, ticks, or other pests in their housing accommodations, they must alert the Residence Life Office immediately. At no time can an owner self-treat a pest infestation. Professional service is required for this type of treatment.
- g. It is the responsibility of the owner to care for and feed their ESA. CCAD is not obligated or required to provide care or food for an ESA at any time. The owner for whom the ESA is approved is fully responsible for the daily care of the ESA; roommates and other campus community members must never be asked to care for the ESA for any reason. The owner must provide CCAD with the name and contact information for someone who does not reside in CCAD housing and who can take responsibility for the animal within 12 hours, should the owner be unable or unavailable to care for it, or becomes incapacitated during a campus emergency. This will be collected during a review meeting with the Learning Support office.
- h. The ESA should not be left alone in the unit for extended periods of time and must never be left alone in a vehicle at any time. Acceptable timeframes vary by species and students should consult with the Residence Life Office

and/or the Learning Support Office for guidance. If any animal neglect is suspected, CCAD will contact the owner and the Capital Area Humane Society. The entire responsibility of the animal must be taken on by the owner.

- i. 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. Minimally, the ESA must be confined to the owner's bedrooms area, where applicable, when the owner is not in the unit/apartment/suite. CCAD reserves the right to inspect the enclosure to be used for containing an ESA, as applicable.
- j. The ESA must have a tag that identifies the owner with contact information in case of an emergency. If the ESA does not have a tag, the habitat must have a sign posted that identifies the owner with contact information in case of an emergency.
- k. Dogs must wear a rabies tag.

2. GUIDELINES FOR INTERACTION WITH ROOMMATES AND CAMPUS COMMUNITY:

- a. If the ESA causes physical damage to the owner's CCAD housing accommodation, the owner must contact the Residence Life Office directly in order to arrange a time when they will be present for an assessment of the damage. The owner is liable and financially responsible for the actions of the ESA, including bodily injury, property damage, replacement of furniture, carpet, blinds, etc. The owner is expected to cover all costs of returning the unit to the same condition of move-in. This may include cleaning all carpets and furniture to remove odors, dander, hair, etc. The owner is responsible for any odors, noise, damage, or other conduct of their ESA that disturbs others or damages the premises, including injury and/or death.
- b. The ESA must be properly leashed, crated, or contained while moving the animal to and from campus. The owner must not hold the animal without other means of constraint while transporting the animal to and from campus.
- c. An ESA is not a pet and is therefore not permitted in any area other than the owners' on-campus living quarters. An ESA is only allowed in common indoor areas as needed to enter or exit the building where the owner resides. An ESA is not permitted in campus dining facilities.
- d. The owner is responsible for assuring that the animal does not interfere with the routine of the residence or cause difficulties for students who reside in the building. Sensitivity to residents with allergies and to those who fear animals is important to ensure a positive residential community/ The ESA owner typically bears the burden of reassignment and if necessary, the Residence Life Office may reassign the owner to another accommodation if allergies or fear is a concern for any current or potential roommate.
- e. The owner is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.

3. ADDITIONAL AGREEMENTS:

- a. The owner must gain approval from the Learning Support Office prior to making any changes to the ESA living in CCAD housing. The new ESA will be reviewed with the same criteria and requirements as the original ESA.
- b. Residence Life has the right to reassign the owner to another accommodation if care of the ESA or interactions with others become a concern.
- c. By signing this agreement, owner's give CCAD permission to contact the ESA's veterinarian to request additional medical documentation.
- d. The owner will be assigned a liaison within Residence Life who will oversee any moves from one location to another, arrange for staff notifications and trainings, and assist with re-introduction of the ESA to a new location.
- e. If the owner violates any provision of this document, the owner may be required to immediately remove the ESA from the CCAD residence hall.
- f. **In summary, the ESA may be removed from CCAD if:**
 - i. the animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others;
 - ii. the animal's presence results in a fundamental alteration of a CCAD program;
 - iii. the owner does not comply with the owner's responsibilities set forth above; **and/or,**
 - iv. the animal or its presence creates an unmanageable disturbance or interference with the CCAD community.

- g. Should the ESA be removed from the premises for any reason, the owner will have 48 hours from the time the removal notice is issued (in person, via a notice on the door, and/or via email) to remove the ESA from campus, unless the situation rises to the occasion of immediate removal. If the ESA is removed, the owner is expected to fulfill their housing obligations for the remainder of the housing contract.

I have read and agree to all of the terms of the ESA Community Standards & Expectations Agreement. I understand that if I have questions, concerns, or need assistance that I will contact the Learning Support Office. I understand that:

- Any violation of this agreement may result in financial responsibilities, removal of the ESA from campus, and/or student conduct violations and sanctions.
- If the ESA is removed, I am obligated to fulfill the agreements of my housing contract.
- I give permission to the Learning Support Office to disclose to others impacted by the presence of my ESA (e.g., Residence Life staff, potential and/or actual roommate(s)/neighbor(s)/facilities) that I will be living with an animal as an accommodation. 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.
- The presence of the ESA may be noticed by others visiting or residing in CCAD housing.
- Staff may acknowledge the presence of the animal and may explain that under certain circumstances ESAs are permitted only for persons with disabilities and that have been approved by the Learning Support Office.

Please complete the below fields, as applicable, to complete the Agreement under of the CCAD ESA Policy & Procedure.

First Name: _____ Last Name: _____
 CCAD ID #: _____ Contact Phone: _____
 Animal Name: _____ Animal Type: _____
 Animal Breed: _____ Hair Length: _____
 Veterinarian name: _____ Veterinarian phone: _____

Name of Emergency Contact for Animal Care: _____

Emergency Contact Cell Phone or Other Contact Information: _____

 Student Signature (owner)

 Date

 Parent/Guardian Signature (for students under 18)

 Date

 Kasey Daniel, Director of Advising & Learning Support

 Date

Approved Denied

*A copy of the signed agreement will be shared with Residence Life

Conditions/Notes: