



Emotional Support Animal Policy

Covenant College is committed to providing a supportive environment for students with disabilities as well as complying with all applicable provisions of the Americans with Disabilities Act as amended (ADAAA), Section 504 of the Rehabilitation Act of 1973, and the Fair Housing Act.

Under the Fair Housing Act (FHA) a person with a disability may keep an Emotional Support Animal (ESA) in the individual's dwelling when there is an established need for the therapeutic nature of the ESA that is connected to the individual's disability. An ESA provides emotional support to persons with disabilities who have a disability-related need for such support. The ESA is indicated as necessary for a qualified individual with a disability by an appropriate licensed healthcare professional.

Definitions:

ESA:

An ESA may be a reasonable accommodation for a qualified student with a disability, but the ESA may only reside within the student's privately assigned living space. Students may qualify for this accommodation if (1) the student has a documented diagnosed disability; (2) the ESA is necessary to afford the student with a disability an equal opportunity to use and enjoy the privately assigned living space; and (3) there is an identifiable and documented link between the disability and the assistance the ESA provides. The College will allow only those ESAs that are allowed by local and state laws and conform to the standards within this policy.

Service Animal:

A Service Animal is individually trained to do work or perform tasks for an individual with a disability. Service Animals are permitted nearly everywhere on campus. Animals whose sole function is to provide comfort or emotional support do **not** qualify as Service Animals.

Owner:

The student who has completed the ESA process and has been approved is referred to throughout all documentation as the "Owner." This student assumes full responsibility for the ESA.

Procedure for Approval

Students applying for accommodations must receive written confirmation from the ADA Coordinator (hereto referred to as "Coordinator") prior to bringing the ESA on campus.

To request approval of this accommodation, the student must submit documentation that provides the following information:

1. Adequately verify the nature of the student's disability and include pertinent background information related to the disability. Documentation should state a diagnosis(es) and describe the current professional standards and techniques used to come to this conclusion.
2. Clearly describe how the student is substantially limited in one or more major life activities by this disability.
3. Clearly establish and explain the nexus between the functional limitations of the disability and the recommended accommodation.
4. Be current. This is generally defined as within a 3-year period of time unless the impact of the disability is stable over time. Each case is evaluated on an individual basis and exceptions may be granted depending upon circumstances and the disability.
5. Be provided by a licensed medical health care provider familiar with the student's history and functional implications of the impairments. This person should be someone eligible to diagnose and assess in the field of the disability (e.g. a podiatrist would not be an appropriate professional to assess a digestive disorder, a mental health professional should diagnose a psychological disorder).
6. Be dated and signed, and include the name, title and professional credentials of the evaluator. Licensing or certification information should also be included.
7. Be printed on the letterhead of the evaluating professional and written in English.
8. The ESA's medical verification, including documentation of immunizations and/or vaccinations. This should include a vaccination certificate and a veterinarian's statement regarding the ESA's health. Vaccinations will need to be updated yearly.
9. Student Interview and Meeting with the ADA Coordinator and the Associate Dean of Students for Residence Life to review the ESA policy & ESA agreement.

Also, all students applying for an ESA as an accommodation must follow the deadlines indicated for all housing accommodation requests found in the Residence Hall Manual.

The ADA Coordinator will review all documentation and make the decision regarding the disability and whether the request for an ESA is a reasonable accommodation. The determination of whether or not an ESA will be permitted is made on a case-by-case basis through an interactive process between the Owner and the ADA Coordinator. ESAs must have enough space within the privately assigned living space to be appropriate to the size of that ESA.

The approval extends exclusively to the designated ESA. The ESA and the Owner must already have an established relationship, and the ESA may not be new to the Owner. If approved, the ADA Coordinator will notify the Owner and the Residence Life Office.

A student who feels as though they have been denied a reasonable accommodation may appeal in writing, using the following process.

Appeals must be made in writing within five (5) days of notification of the denial to the Section 504 Appeals Coordinator, Nesha Evans (nesha.evans@covenant.edu).

The Section 504 Appeals Coordinator will schedule meeting(s) with the various individuals involved in the process. The Section 504 Appeals Coordinator will render a decision in writing. The decision of the Section 504 Appeals Coordinator is final.

Conflicting Accommodations:

Students with a medical condition affected by animals (e.g., respiratory diseases, asthma, severe allergies) are asked to contact the ADA Coordinator if they have a health or safety related concern about exposure to an ESA. Students presenting such concerns will be asked to provide documentation identifying the condition so the College can determine whether the condition requires accommodation when living in proximity to an ESA.

ESA Owner's Responsibilities and Expectations Agreement:

1. The care and supervision of the ESA is solely the responsibility of the Owner. The Owner must be in full control of the ESA at all times. An ESA's behavior, noise, odor and waste must not create unreasonable disruptions for other residents or to the educational program of the College. Other students may not be tasked with any of the care responsibilities of the ESA.
2. ESAs are limited to the privately assigned living space (room) of the Owner except when exiting or entering the Owner's residential building. When the ESA is outside of the Owner's room, then the ESA must be on a leash or in a carrying case/crate including when the ESA is outside on campus. The ESA is not permitted in bathrooms, laundry facilities, indoor recreational rooms, lounges, hallways, study rooms, classrooms, the dining hall, or academic buildings.
3. ESAs are to be crated when the Owner is not present in the room. Whenever an ESA is unmonitored or unattended, it must be caged or crated. The College is not liable if the ESA escapes when College personnel are in the Owner's room.
4. The Owner is responsible for immediately cleaning and disposing of the ESA's waste and is responsible for having the equipment to do so. Individuals who are physically unable to accomplish this task are responsible for arranging for it to be done and any costs that it incurs. The College retains the right to designate a particular area for the ESA to relieve itself and/or for the disposal of its waste.
5. The Owner must maintain the ESA with appropriate hygiene and grooming, and the ESA may not create health or safety hazards for other people.
6. The Owner must have the ESA in compliance with local and state ordinances and laws regarding animals, including requirements for immunizations, licensing, noise, restraint, at-large animals, and dangerous animals.
7. Owners are not to leave their ESA unattended overnight. If the Owner cannot care for the ESA due to an unforeseen and unplanned emergency, the Owner should contact their emergency contact listed in this paperwork.
8. The Owner, not the College, is responsible for the actions of the ESA including, but not limited to, any bodily injury or property damage. The Owner agrees to indemnify the College as well as to compensate the College for all damages, including bodily injury, caused by the ESA.

9. The Owner agrees to pay any cleaning or damage costs incurred as a result of the ESA. The Owner is expected to pay these costs at the time of repair, cleaning, or move-out. The College shall have the right to bill the student account of the Owner for unmet obligations.
10. The Owner will notify the Resident Director immediately should an ESA escape or be lost.
11. Should the ESA be removed from the premises for any reason, the Owner is expected to fulfill their housing obligations for the remainder of the housing contract.
12. ESAs may not pose a direct threat to the health and safety of any persons on the College campus, cause physical damage to property, or fundamentally alter the nature of the College operations.
13. The Owner agrees that the Associate Dean of Students for Residence Life has the ability to relocate Owner and ESA as deemed appropriate or necessary.

Reasons for Removal of an Emotional Support Animal

The Owner of an ESA may be asked to remove the ESA from College facilities if the Owner is not in compliance with this agreement or the policy. The following describes behaviors which may result in the removal of the ESA:

1. Any violation of the rules and guidelines in this Policy that may result in immediate removal of the ESA from the College may be reviewed through the Office of Student Development.
2. Any suspected or observed issues related to ESA abuse or neglect will be reported to the proper investigatory authorities and may subject the Owner to loss of ESA.
3. The ESA poses a direct threat to the health or safety of others or causes substantial property damage to the property of others.
4. The ESA's presence results in a fundamental alteration of an educational or residence life program; including but not limited to excessive noise, uncontrolled barking, jumping on people, biting, or running away from the Owner.

By signing this document, I am stating that I understand:

- Any violation of this agreement may result in financial responsibilities, removal of the ESA from campus, and/or student conduct violations and sanctions.
- I have read and agreed to all the terms of the ESA Owner's Responsibilities and Expectations Agreement.
- If the ESA is removed, I am obligated to fulfill the agreements of my housing contract.
- I give permission to the Residence Life Staff to disclose to others impacted by the presence of my ESA (e.g. potential and/or actual roommate(s)/Residence Advisor/facilities) that I will be living with an ESA 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.
- ESAs are permitted only for a qualified student with a disability that has been approved through this ESA Policy by the ADA Coordinator.

Please complete the fields below:

ESA Emergency Contact information

Name: _____ Phone Number: _____

Address: _____

By signing this agreement, I, _____, promise to fulfill all of the above expectations as well as abiding by the Emotional Support Animal policy.

Student Name

Student Signature

Date