



Scripps College – Emotional Support Animal Agreement

The mission of the Department of Accommodations and Academic Resource Services (AARS) is to provide support and resources for Scripps College students to positively impact and enhance their academic experience. AARS acknowledges that our campus community is comprised of varying needs and offers an assortment of programs and services to aid students toward academic success. In collaboration with Scripps College faculty, staff and consortium resources, AARS strives to provide students with the tools they need to create and reach their academic goals.

Per the federal Fair Housing Act, Scripps College provides reasonable accommodations for Emotional Support Animals (“ESA”) in the residence halls. An ESA is an animal that provides emotional support or alleviates one or more of the identified symptoms or effects of a person’s disability. **Note that an ESA is a housing accommodation under the FHA and not the ADA- it is NOT considered to be a service animal under ADA. ESAs are approved on an academic calendar basis. A student must reapply and submit updated documentation each academic year if there is a continual need for an ESA in housing.**

Terminology

Emotional Support Animal

ESA’s also known as Comfort Animals are often used as part of a medical treatment plan. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform specific tasks for people with disabilities. Support animals are not considered service animals under the ADA. Support animals are approved as housing accommodation only, in adherence with the federal Fair Housing Act and the California Fair Employment and Housing Act.

I. Eligibility

It is essential to coordinate with AARS when a student with a ESA to live in college housing. We will work with the student and Residence Life to ensure the safe and appropriate integration of the ESA in spaces. AARS will confirm this coordination with a Housing Accommodation Notification letter.

A student is eligible for an ESA accommodation if:

The student submits documentation from a healthcare provider substantiating that the animal provides emotional support or alleviates one or more of the identified symptoms or effects of the student’s disability. This documentation must provide a diagnosis and reasoning as to why an ESA is recommended as part of the student’s treatment plan. The students should also submit a picture of the ESA and updated

vaccination documents. This documentation must be sent to the AARS who will register the student and approve the accommodation.

Steps to apply for accommodations can be found below:

1. Complete the Housing Accommodation form:
<https://andes.accessiblelearning.com/Scripps/ApplicationHousing.aspx>
2. Once the form is completed, it will direct you to the next page where you will submit supporting documentation, which should include a letter from your provider, a picture of your ESA, and appropriate vaccination documents.
3. The AARS Housing Committee will review housing accommodation applications every 28-31 days, and approvals/denials are sent through email.

II. Student Obligations.

A. This Emotional Support Animal Agreement sets forth the student's obligation with respect to the student being provided an ESA accommodation during the academic year. As the College's policy prohibits the housing of animals without the permission of the College, you agree to the following terms and conditions when granted such an accommodation:

1. Student agrees to keep the ESA under their control at all times.
2. ESAs are only allowed with the respective assigned residence hall room and traversing of common spaces when entering or leaving the residence hall. **ESAs Animals are not allowed in lounges, hallways, stairwells, kitchens, other student rooms, classrooms or other College-owned buildings. Please note that ESAs are meant to be utilized as a housing accommodation and do not function as service animals, who are able to be with their owner at all times.**
3. When leaving the room, the ESA shall be restrained with a leash or transported in a cage or appropriate container. While the ESA is in common areas for the sole purpose of leaving/entering the building, the ESA must be under the control of student at all times. If on a leash, an identification tag must be prominently displayed.
4. Student agrees that student will not leave the ESA unattended for an unreasonable period of time, which will depend on the species. Student agrees to coordinate alternative off-campus housing plans for the ESA in the event that it is necessary.
5. ESAs must be housebroken. Student must remove, or arrange for the removal of, the ESA's waste and dispose of all waste in a timely manner. Waste must be disposed in an outside trash receptacle, never indoors. A failure to not properly dispose of an animal's waste will result in a violation of this agreement. A pattern of failing to do this can be deemed as neglect of an animal and withdrawal of animal may be necessary.
6. Student must ensure that the ESA does not create persistent odor, noise, or disturbance.
7. An ESA may not constitute a direct threat to the health and safety of others or a direct threat to damage of College property. For example; if a roommate has asthma, allergies or fear of the ESA it is not reasonable for that ESA to live within the room/apartment. Efforts would be made to find other housing arrangements.

8. If the ESA is a dog, student must comply with City of Claremont dog control and licensing laws, and with all responsibilities regarding animal rights and all other owner responsibilities, including vaccinations and medical appointments.
 9. Student understands that if the animal causes physical harm to any person (i.e. a student, staff member, faculty member, campus visitor) the College animal may order the animal to be immediately removed from the College.
 10. Student agrees to be financially responsible for any damages caused by the ESA. As with anyone living in campus housing, the College may bill the student for damage beyond normal wear and tear or for necessary cleaning above and beyond the standard cleaning of the room. This includes, but is not limited to, damage to furniture, carpets, wood floors, windows, and/or balconies. Student must notify the College immediately if/when such damages occur.
 11. If fleas, ticks, or other pests are detected through routine inspection, the student will be responsible for the expense of pest treatment beyond standard pest management used in College housing. The College reserves the right to disallow an ESA in the event of flea, tick or pest infestation.
 12. Student agrees and understands that this agreement is limited for **only ONE emotional support** animal approved by the Office of Accommodations and Academic Resource Services and **only for ONE academic year**. **If continual access to an ESA is needed, a request must be submitted with updated documentation each academic year** with a medical provider explaining the continual need for an ESA as part of a treatment plan.
 13. Student must have and be able to provide verification of vaccinations from a qualified veterinarian. If needed, **vaccinations must be updated annually or as long as the ESA resides within the residential halls of the College**.
 14. Student agrees to indemnify and hold harmless the College from any liability, injury or property damage resulting from the presence or actions of the ESA during the time that the ESA is on College-owned or -operated premises.
 15. Student is required to renew their ESA accommodation each academic year with AARS. **Approval for an ESA during one academic year does not guarantee approval for following year. Updated documentation must be submitted to substantiate the ongoing need for an ESA as a part of a student's treatment plan.**
 16. If any terms and conditions of this agreement are not followed, a **“Notice of Violation of ESA Agreement”** will be issued to the student as a warning to remedy an issue with their ESA. After three (3) such violations of the ESA agreement, the college will be prompted to withdraw its consent for the ESA to live in college housing. The student will need to work with their medical provider to identify an alternative coping strategy for their treatment plan.
- ### **III. Withdrawal of Consent to Specific ESA.**
- A. The following are some, but not all, circumstances which will prompt the College to immediately withdraw its consent for the ESA to live in College housing:
1. The ESA is found to be mistreated or neglected by student.
 2. The ESA poses a direct threat to the health or safety of others.
 3. Student does not comply with the obligations set forth in Section II above
 4. The ESA's presence results in a fundamental alteration of the College's program or operations.
 5. The ESA or its presence creates an unmanageable disturbance or interference.

[] I understand and agree to these terms and conditions and have spoken with the Office of Accommodations and Academic Resource Services regarding this agreement and the obligations expected regarding an Emotional Support Animal as a housing accommodation.
Any questions regarding this agreement can be sent to AARS (AARS@scrippscollege.edu).

STUDENT

[Print Name]

Date: _____

[Signature]

Assigned Campus Room (please include building and room number): _____

Animal Description (please provide type of animal, name, color, breed, age, and submit a picture of your ESA to AARS as soon as possible- AARS@scrippscollege.edu)

ACCOMMODATIONS AND ACADEMIC RESOURCE SERVICES STAFF

[Signature]

Date: _____

Title: _____

NOTICE OF ESA VIOLATION

This is a notice that the terms and conditions of the ESA Agreement have been violated. In signing the ESA agreement, you approved of adhering to the Student Obligations outlined for an emotional support animal. Please be aware that three (3) violations of the ESA agreement will prompt the college to withdraw its consent for the ESA to live in college housing.

1. _____
Student Name

Date

Student Signature

Brief Description of Violation

AARS Staff Signature
