

Developing an Assistance Animal Compliance Policy | 04.05.2016

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Please find a list below of additional resources from the “*Developing an Assistance Animal Compliance Policy*” webcast. These resources offer policy checklists and examples that will provide legal guidelines and practical considerations for building a policy that’s right for your campus. If you wish to print only certain resources, you may click their respective links to jump directly to them in the packet.

Pre-Webcast Resources

1. [Policy Checklist](#) – Pages 2-7 - A helpful checklist as you begin creating your assistance animal policy
2. [Training and Communication Plan Checklist](#) – Pages 8-9 - A helpful checklist as you begin creating your communications plan regarding assistance animals
3. [Clemson University Housing’s Service and Assistance Animal Guidelines](#) – Pages 10-13 - Sample guidelines on assistance animals
4. [Portland State University’s Assistance Animal Policy](#) – Pages 14-19 - Sample policy and listing of resources that helps students to get their questions answered about assistance animals
5. [Oregon State University’s Service and Assistance Animal Policy](#) – Pages 20-25 - Sample policy
6. [Oregon State University’s Service and Assistance Animal Checklist](#) – Pages 26-29 - Sample checklist for setting up the use of service animals
7. [Kent State Consent Decree 2016](#) – Pages 30-61 - A recent court case that the instructors will reference during the webcast with Kent State’s policy at attachment A of the document. This case helps clarify how much your campus can require students to do with / ask of animals.
8. [University of Nebraska at Kearney Consent Decree 2015](#) – Pages 62-95 - Another court case that the instructors will reference during the webcast with policies at exhibits A1 and A2 of the document
9. [Department of Justice Service Animals FAQs](#) – A helpful guide from the Department of Justice to help inform your assistance animal policy

Assistance Animal Compliance Policy Checklist

PHASE 1: Begin with the Process and the Target Implementation Date in Mind

Step 1: Determine when your assistance animal will take residence _____

Step 2: Work backwards to determine key deliverables:

- ☐ Who will need to approve the policy? _____
- ☐ How long will it take to get on calendars? _____
- ☐ Final draft of policy due _____
- ☐ First draft of policy due _____

Step 3: Select a small primary group who will make the initial decisions and write the policy. Include each of the following stakeholders (if applicable):

- ☐ Student Disability Services _____
- ☐ University Attorney's Office _____
- ☐ University Housing _____
- ☐ Health & Safety _____
- ☐ University Veterinarian's Office _____
- ☐ Other positions unique to your institution _____

Step 4: Schedule meetings to occur with your stakeholder group once per week/as necessary

PHASE 2: Start the Archaeological Dig

Step 5: In early meetings, review existing policies with your stakeholder group by asking the following questions:

- ☐ Does your campus have a SERVICE ANIMAL policy for employees, visitors or students that is instructive for this purpose?

Yes

No

Not sure

- ☐ Does your campus have an ASSISTANCE ANIMAL policy for employees or visitors that would be helpful to you?

Yes

No

Not sure

- ☐ What campus policies exist that ALLOW animals under certain circumstances and what pieces will apply to your policy?

- ☐ What campus policies exist that PROHIBIT animals and under what circumstances?

- ☐ Is the same group that will support your policy the same group that will provide exemptions to an existing policy prohibiting animals?

PHASE 3: Construct the Policy

Step 6: Write the introduction and philosophy

Include the following sections:

- ☐ Why does the policy exist?
- ☐ Education on terms
- ☐ Conditions for exclusion
- ☐ Tasks

Step 7: Create the agreement form

Include the following information:

- ☐ Student name and ID
- ☐ Student cell or alternate contact
- ☐ Animal name
- ☐ Animal breed
- ☐ Animal type
- ☐ Hair length
- ☐ Veterinarian name & contact information

Step 8: Include guidelines for animal care

- ☐ Must be housebroken
- ☐ Responsibility for handling of animal waste
- ☐ Disposal of waste
- ☐ Effectively controlled
- ☐ Leash or lead required in public areas
- ☐ Cannot pose a direct threat to health and safety
- ☐ Routine maintenance
- ☐ Regularly updated verifications from Veterinarian
- ☐ Contact with vet
- ☐ Animal must be well cared for
- ☐ Be clear about your intended actions in case of neglect
- ☐ Have a plan for weekends and school holidays
- ☐ Current tags
 - Student's name and number
 - Rabies tag for dogs

Step 9: Include guidelines for interaction with roommates and community

- ☐ Student responsibility for odors, noise, damage and any disruptive conduct
- ☐ Animal must be leashed/on a lead unless impossible to perform service while so restrained
- ☐ Responsibility for sensitivity to others who may fear their animal
- ☐ Responsibility for minimal disruption to the routine of the residence
- ☐ Notification of roommates/apartment-mates
- ☐ Instruction on additional steps if service to the apartment is needed
- ☐ Reminder that while no additional deposit is required, the student is fiscally responsible for any damages or inordinate cleaning needs
- ☐ Reminder of right of the department to inspect as needed
- ☐ Reminder of the right to re-assign a student if needed
- ☐ Provision of permission to call the veterinarian if needed
- ☐ Reminder that permission to have the animal may be rescinded based upon violations of the agreement

PHASE 4: Consider Assignment Processes

Step 10: Discuss and document the following with your stakeholders:

- ☐ As you look at your housing inventory, what locations are more optimal than others?

- ☐ How will you discuss options with students who have this accommodated housing need?

- ☐ Who should have that conversation?

- ☐ Consider:
 - Type of animal
 - Proximity to other campus services
 - Access to special programs like living-learning communities

PHASE 5: Construct your Process Flowchart

Step 11: Discuss and document the following policy considerations with your stakeholders:

- ☐ How will students learn about the policy?
 - Where will it be publicized (or not)?

- ☐ How will students enter the process?
 - Who is best suited to explain?

- ☐ What are the internal checkpoints?
 - Who will verify that the animal meets the criteria of a service animal?
 - Who will verify the health of the animal?
 - Who will review the specific expectations with the student?
- ☐ Once the animal takes residence, what are the ongoing check points?
- ☐ How will the next room sign-up be managed?

PHASE 6: Plan for Likely Issues

Step 12: Consider and define procedures to address the following with your stakeholders:

- ☐ Competing disabilities – what will you do when you have a documented need for an assistance animal and a roommate who is deeply allergic to the animal?
- ☐ Jealousies – how might you handle a next door neighbor who is horribly homesick for the family dog and doesn't understand or appreciate why their need is "less" than that of the neighbor who has their assistance animal on campus.

- ☐ Violations of policy – be prepared to re-explain and re-direct as you get to new community norms.

- ☐ Assistance animals as neighbors to each other – what issues may arise when you have multiple animals nearby each other?

PHASE 7: Gain Approval for your Policy

Step 13: Gain all appropriate approvals for your policy

- ☐ Schedule a meeting in advance to ensure all pertinent parties are in attendance
- ☐ Email final policy to approval committee to review/provide feedback prior to meeting

Training and Communication Plan Checklist

Step 1: Train Individuals with a “Need to Know” at Policy Inception

- ☐ Police
- ☐ EMS
- ☐ Fire Department
- ☐ Campus Counseling Center
- ☐ Admissions
- ☐ Residential Facilities
- ☐ University Facilities
- ☐ Housing Assignments Staff
- ☐ Residential Life Staff
- ☐ Orientation Staff
- ☐ Other(s) _____

Training Goals:

- ☐ Awareness
- ☐ To provide an opportunity for questions about the process and how requests are vetted
- ☐ To inform on how they will know when an animal is in residence

Step 2: Maintain Regular Communication

- ☐ Beginning of each semester/term/quarter:
 - Send list of approved animals to those who regularly interact with students:
 - Police, Fire, EMS
 - Residence Hall Staff (including on-call)
 - Facilities
 - Other(s) _____
- ☐ Annual staff training:
 - Orientation Leaders
 - Residential Life Staff
 - Residential Facilities Staff
 - Other(s) _____

Step 3: Send Appropriate Communication when Animal takes Residence

- ☐ Send memo with location, animal description and animal name to:

- ☐ Facilities Staff
- ☐ Area Directors
- ☐ Police, Fire and EMS
- ☐ Central Housing Office Staff
- ☐ Other(s) _____

- ☐ Send communication to the roommate(s) with information about the animal and why it will be there



***Clemson University Housing
Service and Assistance Animal Guidelines***

Clemson University provides reasonable accommodations to students living on campus with a documented disability. University Housing policy allows service or assistance animals to live with students in their on-campus accommodation upon approval by the office of Student Disability Services (SDS). The student will be asked to provide documentation verifying: 1) the person has a disability, 2) the animal is necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling; and 3) there is an identifiable relationship or nexus between the disability and the assistance the animal provides.

Service animals are individually trained to do work or perform tasks for the benefit of an individual with a disability. Such animals might guide individuals with impaired vision, alert individuals who are hearing impaired to intruders or sounds, pull a wheelchair, or fetch items used in daily living.

Assistance animals are not considered service animals and are not permitted in any area other than the student's on-campus residence and immediate surrounding area.

University Housing may exclude a service animal or assistance animal from housing if it 1) poses a direct threat to the health or safety of others, 2) would cause substantial physical damage to the property of others, 3) would pose an undue financial and administrative burden, or 4) results in a fundamental alteration of the University's program(s).

The following tasks will comprise the process for approval under this policy:

- _____ Registration with Student Disability Services.
- _____ Meet with Student Disability Services to review any pertinent campus-wide policies that may relate to the animal.
- _____ Review and signature of University Housing's *Service and Assistance Animal Agreement*
- _____ The student must provide evidence that the animal is in good health, and has been vaccinated against diseases common to that breed of animal as recommended by the American Veterinary Medical Association. Veterinary records attesting to that fact must be submitted and approved by the University Veterinarian prior to the animal taking residence.
- _____ The student will meet with a Residential Life liaison prior to the animal taking occupancy in order to review the agreement and expectations.

Clemson University Housing
Service and Assistance Animal Agreement

First Name: _____ Last Name: _____

CUID: _____ Contact Phone: _____

Please review each area and initial each paragraph. The student requesting the service must complete this form. If the student is under the age of 18 then the parent will also sign the agreement.

Animal Name: _____ Animal Type: _____

Animal Breed: _____ Hair Length: _____

Veterinarian name: _____

Veterinarian phone: _____

Guidelines for animal care --

_____ Animals must be housebroken. The student is responsible for properly containing and disposing of all animal waste. Indoor animal waste must be placed in a sturdy bag and tied securely before being disposed of in outside trash dumpsters. Outdoor animal waste, such as dog feces, must be immediately retrieved by owner, placed in a plastic bag and securely tied before being disposed of in outside trash dumpsters.

_____ The student must effectively control the animal 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 that particular animal in University Housing will be rescinded until such time that the problem is rectified.

_____ Routine maintenance of the animal is expected and includes flea and tick prevention, de-worming, and annual examinations. University Housing has the right to request updated veterinary verification at any time during the animal's residency.

_____ If any animal neglect is suspected, University Housing will contact the student, CUPD, and the Humane Society. The entire responsibility of the animal should be taken on by the student. The animal should not be left alone in the unit for extended periods of time.

_____ All animals should have a tag that identifies the owner and contact info in case of emergency.

_____ Dogs should wear a rabies tag.

Guidelines for interaction with roommates and the community –

- _____ The student is responsible at all times for the actions of his or her animal. The student is responsible for any odors, noise, damage, or other conduct of his or her animal that disturbs others or damages the premises.
- _____ The student must keep the service animal on a leash/lead when the animal is in a public area (e.g.) common areas of a residence hall, outdoors on campus, etc.) unless the service animal is required to perform a task that it could not accomplish while on a leash/lead. Assistance animals are only allowed in common indoor areas as needed to enter or exit the building.
- _____ Assistance animals are not permitted in any area other than the student's on-campus residence and immediate surrounding area.
- _____ The student 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 unit. Sensitivity to residents with allergies and to those who fear animals is important to ensure a positive residential community.
- _____ The student is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.
- _____ Roommates will be notified about the animal. The notification will include the type of animal, size, and what services the animal performs. Roommates may request a room change from University Housing if they have a desire to do so.
- _____ Any time the student requires service by Residential Facilities or University Facilities for their apartment or room they are requested to call 656-5450 in order to arrange a time when they will be present.

Additional Agreements –

- _____ The student is financially responsible for the actions of the animal including bodily injury, property damage, replacement of furniture, carpet, blinds, etc. The student 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 pet odors, dander, hair, etc.
- _____ University Housing will inspect the residential unit on a regular basis. If fleas, ticks, or other pests are detected through inspection, the unit will be treated using fumigation methods by the university-approved pest control services. Those costs will be put on the student's account.
- _____ University Housing has the right to reassign the student to another accommodation if care of the animal or interactions with others become a concern.
- _____ I give permission to the Director of Residential Life or his/her designee to contact my animal's veterinarian to request additional medical documentation if needed.
- _____ The student will be assigned a liaison within Residential Life who will oversee any moves from one location to another, arranging for staff notifications and trainings and assisting with re-introduction of the animal to a new community.

_____ If the student violates any provision of this document, he or she may be required to immediately remove the animal from University Housing.

I have read and agree to all of the terms of the University Housing's *Service and Assistance Animal Agreement*. I understand that if I have questions, concerns, or need assistance that I will call my liaison in Residential Life.

Student Signature

Date

Parent Signature (for students under 18)

Date

PSU Assistance Animal Policy

Portland State University (PSU) is committed to making reasonable modifications to its rules, policies, and practices as required by law to afford people with disabilities an equal opportunity to access its programs, services, and activities.

GETTING HELP

Students

. . . bringing an assistance animal to campus.	Disability Resource Center 116 Smith Memorial Student Union 503-725-4150 http://www.drc.pdx.edu
. . . bringing an assistance animal to University Housing.	Disability Resource Center 116 Smith Memorial Student Union 503-725-4150 http://www.drc.pdx.edu
. . . reporting any animal <i>in University Housing</i> that is disruptive, out of control, or poses a threat to safety.	University Housing Office 503-725-4370
. . . reporting any animal <i>elsewhere on campus</i> that is disruptive, out of control, or poses a threat to safety.	Campus Public Safety Office 503-725-4404
. . . reporting a concern about disability discrimination or harassment.	Office of Equity and Compliance 503-725-5919 www.pdx.edu/diversity/office-of-equity-compliance

Faculty/Staff

. . . bringing an assistance animal to campus.	Human Resources 503-725-4926
. . . reporting any animal <i>in University Housing</i> that is disruptive, out of control, or poses a threat to safety.	University Housing Office 503-725-4404
. . . reporting any animal <i>elsewhere on campus</i> that is disruptive, out of control, or poses a threat to safety.	Campus Public Safety Office 503-725-4404
. . . reporting a concern about disability discrimination or harassment.	Office of Equity and Compliance 503-725-5919 http://www.pdx.edu/diversity/office-of-equity-compliance

PETS

A "pet" is any animal kept for ordinary use and companionship. Assistance animals (service and support animals), as defined below, are not considered pets.

Pets are generally prohibited indoors on the PSU campus, except in University Housing, where fish and cats are sometimes permitted as pets. For more information on fish and cats in University Housing, please refer to the PSU Housing Handbook.

ASSISTANCE ANIMALS

This policy applies to assistance animals that may be used by individuals with disabilities at PSU. The term "assistance animal" is the overarching term that refers to both service animals as well as support animals as defined below. Therefore, an assistance animal is an animal that either (1) works, provides assistance, or performs tasks for the benefit of a person with a disability; or (2) provides emotional or other type of support that alleviates one or more identified symptoms or effects of a person's disability.

a. SERVICE ANIMALS

A "service animal" means any dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the person's disability. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purpose of this definition. Species other than dogs or, in some cases, miniature horses, are not considered service animals for the purpose of this definition of a service animal.

Service animals will be permitted to accompany people with disabilities in all areas of PSU's facilities, including University Housing, where students, members of the public, and other participants in services, programs or activities are allowed to go. PSU does not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal. Individuals accompanied by a service animal on campus but who do not need any disability-related accommodations are not required to register with the DRC, nor is such individual required to submit a request for a reasonable accommodation to receive access of his or her service animal.

Additionally, PSU cannot ask about the nature or extent of a person's disability to determine whether a person's animal qualifies as a service animal. However, when it is not readily apparent that a dog is a service animal, PSU staff may make two inquiries to determine whether the dog qualifies as a service animal, which are:

- (1) Is the dog required because of a disability?
- (2) What work or task has the dog been trained to perform?

A service animal must be housebroken (i.e., trained so that it controls its waste elimination, absent illness or accident) and must be kept under control by a harness, leash, or other tether, unless the person is unable to hold those, or such use would

interfere with the service animal's performance of work or tasks. In such instances, the service animal must be kept under control by voice, signals, or other effective means.

PSU will assess requests for the use of miniature horses by people with disabilities on a case-by-case basis. Requests should be submitted to the Disability Resource Center and, consistent with applicable laws, PSU may make modifications in its policies to permit their use if they meet certain criteria and have been individually trained to do work or perform tasks for the benefit of people with disabilities.

b. SUPPORT ANIMALS

A "Support animal" is an animal that provides emotional or other support that ameliorates one or more identified symptoms or effects of a person's disability. Unlike service animals, support animals are not required to be trained to perform work or tasks, and they include species other than dogs and miniature horses.

Support animals are generally not allowed to accompany persons with disabilities in all public areas of PSU as a service animal is allowed to do, but a support animal may reside in University Housing, including accompanying such individual in all public or common use areas of University Housing, when it may be necessary to afford the person with a disability an equal opportunity to use and enjoy University Housing. Before a support animal can move into University Housing with a person with a disability, a request must be submitted to PSU's Disability Resource Center and approval must be granted (preferably at least 30 days prior to move in). If the disability is not obvious, the DRC may require documentation from a licensed physician or mental health provider, including without limitation a qualified psychiatrist, social worker, or other mental health professional, to provide sufficient information for PSU to determine:

- that the individual qualifies as a person with a disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities); and
- that the support animal may be necessary to afford the person with a disability an equal opportunity to use and enjoy University Housing (i.e. that the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of the disability).

While support animals are generally not allowed indoors on PSU's campus other than in University Housing, people with disabilities may request approval from the Disability Resource Center to have the support animal accompany them to other campus areas. Such requests will be considered on a case-by-case basis consistent with applicable laws.

GUIDE AND HEARING TRAINEES: Oregon law allows animals that are being trained to be dog guides for the blind, hearing assistance dogs, or assistance animals for persons with physical impairments to access PSU facilities.

RESPONSIBILITIES OF PEOPLE WITH DISABILITIES USING ASSISTANCE ANIMALS

PSU is not responsible for the care or supervision of assistance animals. People with disabilities are responsible for the cost, care, and supervision of assistance animals, including:

- compliance with any laws pertaining to animal licensing, vaccination, and owner identification;
- keeping the animal under control and taking effective action when it is out of control; and
- feeding and walking the animal, and disposing of its waste.

For specific campus areas designated by PSU for toileting service animals, contact the Disability Resource Center. Waste disposal via university plumbing is prohibited in university residences, but the Disability Resource Center or University Housing can provide guidance on where to appropriately dispose of animal waste.

PSU will not require any surcharges or fees for assistance animals. However, a person with a disability may be charged for damage caused by an assistance animal to the same extent that PSU would normally charge a person for the damage they cause.

People with disabilities who are accompanied by assistance animals must comply with the same university rules regarding noise, safety, disruption, and cleanliness as people without disabilities.

EXCEPTIONS AND EXCLUSIONS

PSU may pose some restrictions on, and may even exclude, an assistance animal in certain instances. As noted above, support animals are generally not allowed indoors on PSU's campus other than in University Housing. Persons with disabilities may request approval from the Disability Resource Center to have the emotional support animal accompany them to other campus areas as a reasonable accommodation. Such requests will be considered on a case-by-case basis consistent with applicable laws. Any animal may be excluded from an area in which it was previously authorized to be only if:

- it is out of control and effective action is not taken to control it;
- it is not housebroken (or in the case of a support animal that deposits waste in a designated cage or litter box, the owner fails to clean such cage or box such that the cleanliness of the room is not maintained); **or**
- it poses a direct threat to the health or safety of others that cannot be mitigated by reasonable modifications of policies, practices, or procedures, or the provision of auxiliary aids or services.

In considering whether an assistance animal poses a direct threat to the health or safety of others, PSU will make an individualized assessment, based on reasonable judgment, current medical knowledge, or the best available objective evidence, to determine: (1) the

nature, duration, and severity of the risk; (2) the probability that the potential injury will actually occur; and (3) whether reasonable modifications of policies, practices, procedures, or the provision of auxiliary aids or services, will mitigate the risk. The University President shall name a designee who shall provide a written statement of explanation to any person with a disability if a determination is made that the presence of that person's assistance animal would fundamentally alter the nature of a program, service, or activity.

In the event that restriction or removal of an assistance animal is determined to be necessary, the person with a disability will still be given the opportunity to participate in the service, program, or activity without having the assistance animal present.

The above provisions on restrictions and exclusions is not intended to cover modifications to reasonable accommodations. The reasonable accommodation process and modifications to reasonable accommodations are covered under PSU's policy on reasonable accommodations.

As noted above, support animals are generally not allowed indoors on PSU's campus other than in University Housing. Persons with disabilities may request approval from the Disability Resource Center to have the emotional support animal accompany them to other campus areas as a reasonable accommodation. Such requests will be considered on a case-by-case basis consistent with applicable laws.

GUIDELINES FOR MEMBERS OF THE PSU COMMUNITY

To ensure equal access and nondiscrimination of people with disabilities, members of the PSU community must abide by the following practices:

- Allow assistance animals to accompany people with disabilities on campus;
- Do not ask for details about a person's disabilities;
- Do not pet an assistance animal, as it distracts the animal from its work;
- Do not feed an assistance animal;
- Do not deliberately startle, tease, or taunt an assistance animal; and
- Do not separate or attempt to separate a person from his/her assistance animal.

If you have a disability that may be affected by the presence of animals, please contact the Disability Resource Center. PSU is committed to ensuring that the needs of all people with disabilities are met and will determine how to resolve any conflicts or problems as expeditiously as possible.

GRIEVANCE PROCEDURE

A student or employee who wishes to file a disability discrimination complaint should contact the Office of Equity and Compliance at 503-725-5919 or diversity@pdx.edu. The website for the Office of Equity and Compliance is at www.pdx.edu/office-of-equity-compliance.

Students with concerns about potential discrimination may also contact the United States Department of Education, Office for Civil Rights, 915 Second Avenue, Room 3310, Seattle, WA 98174-1099; the United States Department of Housing and Urban Development by phone at (800)-877-0246, or on the web at <http://www.hud.gov/complaints/> (and click on "Housing Discrimination"); or the United States Department of Justice, Disability Rights Section by email at ADA.complaint@usdoj.gov, or on the web at <http://www.ada.gov>.

LEGAL REFERENCES

Title II of the Americans with Disabilities Act
Section 504 of the Rehabilitation Act of 1973
Fair Housing Act
Oregon Revised Statutes
Oregon Administrative Rules

OSU Service & Assistance Animal Policy

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II. Definitions

Handler - A person with a disability that a service animal assists or a personal care attendant who handles the animal for a person with a disability.

Service Animal - Any dog* individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability and meets the definition of "service animal" under the Americans with Disabilities Act ("ADA") regulations at 28 CFR 35.104. The work or tasks performed must be directly related to the individual's disability.

Examples include, but are not limited to: assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors. The crime deterrent effects

of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

[Learn more about service animals and the ADA.](#)

** Under particular circumstances set forth in the ADA regulations at 28 CFR 35.136(i), a miniature horse may qualify as a service animal.*

Assistance Animal – An assistance animal is one that is necessary to afford the person with a disability an equal opportunity to use and enjoy University housing. An assistance animal may provide physical assistance, emotional support, calming, stability and other kinds of assistance. Assistance Animals do not perform work or tasks that would qualify them as “service animals” under the Americans with Disabilities Act. Assistance animals that are not service animals under the ADA may still be permitted, in certain circumstances, in University Housing pursuant to the Fair Housing Act.

Place of public accommodation - Public accommodation" means a place of public accommodation" as defined in ORS 659A.400.: “a place or service offering to the public accommodations, advantages, facilities or privileges whether in the nature of goods, services, lodgings, amusements or otherwise.” A place of public accommodation does not include any institution, bona fide club or place of accommodation which is in its nature distinctly private.

III. OSU’s Policy on Service Animals

In compliance with applicable law, OSU generally allows service animals in its buildings, classrooms, residence halls, meetings, dining areas, recreational facilities, activities and events when the animal is accompanied by an individual with a disability who indicates the service animal is trained to provide, and does provide, a specific service to them that is directly related to their disability. *(For policies regarding assistance animals – including emotional support animals - that do not meet the definition of a "service animal," please see the Policies for Assistance Animals beginning on page 7.)*

OSU may not permit service animals when the animal poses a substantial and direct threat to health or safety or when the presence of the animal constitutes a fundamental alteration to the nature of the program or service. OSU will make those determinations on a case-by-case basis.

A. OSU’s Inquiries Regarding Service Animals

In general, OSU will not ask about the nature or extent of a person’s disability, but may make two inquiries to determine whether an animal qualifies as a service animal. OSU may ask:

1. If the animal is required because of a disability and;
2. What work or task the animal has been trained to perform.

OSU **cannot require documentation**, such as proof that the animal has been certified, trained, or licensed as a service animal. Generally, OSU may not make any inquiries about a service animal when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability (e.g., the dog is observed guiding an individual who is blind or has low vision, pulling a person's wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability).

Specific questions related to the use of service animals on the OSU campus by visitors can be directed to the ADA Coordinator via e-mail, oei@oregonstate.edu, or phone, (541) 737-3556.

B. Responsibilities of Handlers

Students who wish to bring a service animal to campus are strongly encouraged to partner with Disability Access Services, especially if other academic accommodations are required. Additionally, students who plan to live in on-campus housing are strongly encouraged to inform University Housing and Dining Services that they plan to have a service animal with them in student housing. Advance notice of a service animal for on-campus housing may allow more flexibility in meeting student's specific requests for housing. Staff and faculty with service animals are strongly encouraged to contact the Office of Equity and Inclusion.

Handlers are responsible for any damage or injuries caused by their animals and must take appropriate precautions to prevent property damage or injury. The cost of care, arrangements and responsibilities for the well-being of a service animal are the sole responsibility of the handler at all times.

1. Service Animal Control Requirements

- a. The animal should be on a leash when not providing a needed service to the partner.
- b. The animal should respond to voice or hand commands at all times, and be in full control of the handler.
- c. To the extent possible, the animal should be unobtrusive to other individuals and the learning, living, and working environment.
- d. **Identification** – It is recommended that the animal wear some type of commonly recognized identification symbol, identifying the animal as a working animal, but not disclosing disability.

2. Animal Etiquette

To the extent possible, the handler should ensure that the animal does not:

- a. Sniff people, restaurant tables or the personal belongings of others.
- b. Display any behaviors or noises that are disruptive to others, unless part of the service being provided the handler.
- c. Block an aisle or passageway for fire egress.

3. Waste Cleanup Rule

- a. Cleaning up after the animal is the sole responsibility of the handler. In the event that the handler is not physically able to clean up after the animal, it is then the responsibility of the handler to hire someone capable of cleaning up after the animal. The person cleaning up after the animal should abide by the following guidelines:
 - Always carry equipment sufficient to clean up the animal's feces whenever the animal is on campus.
 - Properly dispose of waste and/or litter in appropriate containers.
 - Contact staff if arrangements are needed to assist with cleanup. Any cost incurred for doing so is the sole responsibility of the handler.

C. Removal of Service Animals

Service Animals may be ordered removed by the Public Safety Officer for the following reasons:

1. **Out of Control Animal:** A handler may be directed to remove an animal that is out of control and the handler does not take effective action to control it. If the improper animal behavior happens repeatedly, the handler may be prohibited from bringing the animal into any university facility until the handler can demonstrate that s/he has taken significant steps to mitigate the behavior.
2. **Non-housebroken Animal:** A handler may be directed to remove an animal that is not housebroken.
3. **Direct Threat:** A handler may be directed to remove an animal that OSU determines to be a substantial and direct threat to the health and safety of individuals. This may occur as a result of a very ill animal, a substantial lack of cleanliness of the animal, or the presence of an animal in a sensitive area like a medical facility, certain laboratories or mechanical or industrial areas.

Where a service animal is properly removed pursuant to this policy, OSU will work with the handler to determine reasonable alternative opportunities to participate in the service, program, or activity without having the service animal on the premises.

D. Conflicting Disabilities

Some people may have allergic reactions to animals that are substantial enough to qualify as disabilities. OSU will consider the needs of both persons in meeting its obligations to reasonably accommodate all disabilities and to resolve the problem as efficiently and expeditiously as possible. Students requesting allergy accommodations should contact Disability Access Services. Staff requesting allergy accommodations should contact the Office of Equity and Inclusion.

E. Emergency Response

Emergency Situations - In the event of an emergency, the emergency response team (ERT) that responds should be trained to recognize service animals and be aware that the animal may be trying to communicate the need for help. The animal may become disoriented from the smell of smoke in a fire or laboratory emergency, from sirens or wind noise, or from shaking and moving ground. The handler or animal may be confused from the stressful situation. The ERT should be aware that the animal is trying to be protective and, in its confusion, is not to automatically be considered harmful. The ERT should make every effort to keep the animal with its handler. However, the ERT's first effort should be toward the handler; this may necessitate leaving the animal behind in certain emergency evacuation situations.

F. Service Dogs in Training

A dog being trained has the same rights as a fully trained dog when accompanied by a trainer and identified as such in any place of public accommodation (as defined in ORS 659A.400). Handlers of service dogs in training must also adhere to the requirements for service animals and are subject to the removal policies as outlined in this policy.

IV. OSU Policy on Assistance Animals (including Emotional Support Animals) in University Housing

A. Assistance Animals in Residence Halls

University Housing & Dining Services (UHDS) will allow an assistance animal if certain conditions are met. The animal must be necessary for the resident with a disability to have equal access to housing and the accommodation must also be reasonable. An accommodation is unreasonable if it presents an undue financial or administrative burden on the University, poses a substantial and direct threat to personal or public safety or constitutes a fundamental alteration of the nature of the service or program.

Requests for assistance animals in UHDS should be made by:

1. Submitting documentation of a disability to Disability Access Services

2. Making an accommodation request by filling out the [Dietary and Disability Accommodation Request Form](#), available online with your housing application.

The student must fill out the Dietary and Disability Accommodation Request form; there must be a link between the animal and a disability, emotional distress resulting from having to give up an animal because a “no pets” policy does not qualify a person for an accommodation under federal law. Any student approved assistance animal in UHDS facilities must also meet UHDS requirements/policies for animal health and behavior as well as their University Housing & Dining Contract.

V. Appeals and Grievances

Any person dissatisfied by a decision concerning a service animal or an assistance animal may [appeal through the Office of Equity and Inclusion](#). Alternatively, information may also be obtained by phone, (541) 737-3556, by e-mail at: oei@oregonstate.edu, or in-person or by mail at 526 Kerr Administration Building, Corvallis, OR, 97331.

VI. Public Etiquette towards Service or Assistance Animals

It is okay to ask someone if she/he would like assistance if there seems to be confusion, however, faculty, staff, students, visitors and members of the general public should avoid the following:

- Petting a service animal, as it may distract them from the task at hand.
- Feeding the service animal.
- Deliberately startling a service animal.
- Separating or attempting to separate a handler from his/her service animal.

Last Updated: 10-8-2012

Oregon State University Housing and Dining Services – Service and Assistance Animal Guidelines

Oregon State University provides reasonable accommodations to students living on campus with a documented disability. University Housing and Dining Services (UHDS) policy allows service or assistance animals to live with students in their on-campus accommodation upon approval by the office of Disability Access Services (DAS) in accordance OSU's Service & Assistance Animal Policy ("Policy"). See <http://oregonstate.edu/accessibility/serviceanimalpolicy>. All service and assistance animal handlers must be familiar with, and abide by, this Policy, including but not limited to the Responsibilities of Handlers and circumstances justifying service or assistance animal removal. Per this Policy:

Service animals are dogs, or, under particular circumstances set forth in the ADA, a miniature horse, individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or tasks performed must be directly related to the person's disability. Such animals might guide individuals with impaired vision, alert individuals who are hearing impaired to intruders or sounds, pull a wheelchair, or fetch items used in daily living. Service animals are generally permitted in its University Housing and Dining facilities when the service animal is accompanied by an individual with a disability who indicates the service animal is trained to provide, and does provide, a specific service to them that is directly related to their disability.

Assistance animals are animals that are necessary to afford the person with a disability an equal opportunity to use and enjoy University housing and the accommodation must also be reasonable. Assistance animals are not considered service animals and are not permitted in any area other than the student's on-campus residence and immediate surrounding area considered part of the residential dwelling.

Once a service or assistance animal has been approved, the resident must meet with the following staff to discuss guidelines for care of the animal: Resident Director and/or representative from Residential Education, Assistant Director of Operations (or designee), a member of the Residential Education Leadership Team, and, if the resident requests, a representative from Disability Access Services.

First Name: _____ Last Name: _____

OSU ID: _____ Contact Phone: _____

Please review each area and initial each paragraph. The student requesting the service must complete this form with the following UHDS staff members: the Resident Director for the assigned building, the Assistant Director for Operations, and a member of the Residential Education Leadership Team. The student may also request to have a staff member from DAS present.

Animal Name: _____ Animal Type: _____

Animal Breed: _____ Animal weight (lbs): _____

General description of the animal: _____

Veterinarian name: _____

Veterinarian phone: _____

Guidelines for animal care:

_____ The animal cannot pose a direct threat to the health or safety of others. If the animal is deemed to pose a physical threat to others, actions may be taken to remove the animal from university property.

_____ Animals must be housebroken. The resident is responsible for properly containing and disposing of all animal waste. Indoor animal waste must be placed in a sturdy bag and tied securely before being disposed of in outside trash dumpsters. Outdoor animal waste, such as dog feces, must be immediately retrieved by the resident, placed in a plastic bag and securely tied before being disposed of in outside trash dumpsters.

_____ The resident must effectively control the animal at all times (voice command, leash, or otherwise). If the resident cannot effectively control the animal, the permission to keep that particular animal in University Housing or Dining Services space will be rescinded until such time that the problem is rectified.

_____ Routine care for the animal is expected for health and safety reasons, and includes: flea and tick prevention, de-worming, rabies, other routine vaccinations and annual examinations. UHDS has the right to request documentation relevant to these health and safety concerns at any time during the animal's stay in residence.

_____ The cost of care, arrangements and responsibilities for the well-being of a service or assistance animal are the sole responsibility of the resident at all times. The animal cannot be left in the care of other residents while the resident is away unless the situation is unforeseen or deemed an emergency. *The person UHDS staff can contact to care for the animal in case of emergency is:*

_____ If any animal neglect is suspected, UHDS will contact the resident and Oregon State Police (OSP). The student is solely responsible for the health and safety of the animal. The animal should not be left alone in the unit for unreasonably long periods of time. Based on the type of animal, the resident and UHDS agree that a reasonable amount of time for the animal to be left alone in the unit is _____ hours.

_____ All animals must have a tag with the animal's name and a contact phone number for you, the resident, in case of emergency unless there is a prior agreed upon exception. The tag should not have your name or any information regarding which hall and room in which you reside.

_____ *Assistance animals only:* The resident understands that when they are not present (i.e. in class) the animal must be crated or otherwise contained within the unit and remain in the assigned residential space. Based on the type of animal, the resident and UHDS agree that the animal will be contained in the room by these means while the resident is in class:

Guidelines for interaction with roommates and the community:

_____ The resident is responsible for any damage or injuries caused by their animal(s) and must take appropriate precautions to prevent property damage or injury.

_____ The resident is responsible for assuring that the animal does not interfere with the orderly operation of the residence or cause difficulties for other residents of the community. Sensitivity to residents with allergies and to those who fear animals is important to ensure a positive residential community.

_____ Assistance animals are not permitted in any area other than the student's on-campus residence and immediate surrounding area, considered part of the residential dwelling.

_____ The resident is responsible for instructing others on appropriate interactions with the animal and setting clear expectations.

_____ Roommates will be notified about the presence of the animal. The notification will include the type of animal and size. Roommates may request a room change from UHDS if they have a desire to do so.

_____ If the resident requests maintenance for the room, they will be given the opportunity to coordinate with UHDS Maintenance on a time that will work with their schedule to be present for the maintenance.

Additional Agreements:

_____ The resident is financially responsible for the actions of the animal including bodily injury, property damage, replacement of furniture, carpet, blinds, etc. The resident will be responsible for covering all costs of returning the unit to the same condition of move-in that are not due to normal wear and tear as reported via the Room Condition Report completed by the resident upon checking into the room. This may include the cost of cleaning all carpets and furniture to remove pet odors, dander, hair, etc.

_____ UHDS will inspect the residential unit on a regular basis as part of routine health and safety checks of all residential space (see contract and Policy Guide). If fleas, ticks, or other pests are detected through inspection, the unit will be treated using fumigation methods by the university-approved pest control services. Those costs will be billed to the resident's account.

____ University Housing has the right to reassign the student to another accommodation if care of the animal or interactions with others become a concern.

____ The resident is responsible for meeting with Residential Education staff if they decide to move from one location to another, arranging for staff notifications and trainings and assisting with re-introduction of the animal to a new community.

I have read and agree to all of the terms of the University Housing and Dining Service's *Service and Assistance Animal Checklist*. I understand that if I have questions, concerns, or need assistance that I will call my liaison in Residential Education.

_____ Student Signature	_____ Date
_____ Resident Director Signature	_____ Date
_____ Operations Staff Member Signature	_____ Date

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

KENT STATE UNIVERSITY; KENT STATE
UNIVERSITY BOARD OF TRUSTEES; JILL
CHURCH; ELIZABETH JOSEPH; BRIAN
HELLWIG; AND AMY QUILLIN,

Defendants.

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No. 5:14-cv-1992-JRA

JOINT MOTION TO APPROVE AND ENTER CONSENT DECREE

Plaintiff United States of America and Defendants Kent State University, the Kent State University Board of Trustees, Jill Church, Elizabeth Joseph, Brian Hellwig, and Amy Quillin, jointly move the Court to approve the attached Consent Decree (Attachment A) resolving this litigation and enter the Consent Decree as a Judgment of the Court.

For Plaintiff United States of America

Dated: January 4, 2016

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United States Attorney

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

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For Defendants Kent State University, Kent State University Board of Trustees, Jill Church, Elizabeth Joseph, Brian Hellwig, and Amy Quillin

Dated: January 4, 2016

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
KENT STATE UNIVERSITY; KENT STATE	:	No. 5:14-cv-1992-JRA
UNIVERSITY BOARD OF TRUSTEES; JILL	:	
CHURCH; ELIZABETH JOSEPH; BRIAN	:	
HELLWIG; AND AMY QUILLIN,	:	
	:	
Defendants.	:	

PROPOSED CONSENT DECREE

I. INTRODUCTION

1. On September 8, 2014, the United States filed this action against Kent State University (“Kent State”), the Kent State University Board of Trustees (“Board of Trustees”), Jill Church, Elizabeth Joseph, Brian Hellwig, and Amy Quillin (collectively “the Defendants”), alleging violations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (“Fair Housing Act”), 42 U.S.C. §§ 3601–3631.

II. UNITED STATES’ ALLEGATIONS AND DEFENDANTS’ DENIALS

2. The United States filed this suit on behalf of two former Kent State students, Jacqueline and Brandon Luke, and on behalf of The Fair Housing Advocates Association, pursuant to 42 U.S.C. § 3612(o). The United States also alleges, under 42 U.S.C. § 3614(a), that the Defendants engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act or a denial to a group of persons of rights granted by the Fair Housing Act, which denial raises an issue of general public importance.

3. Specifically, the United States alleges that the Defendants engaged in discriminatory conduct at university housing owned, operated, and/or managed by Kent State. The discriminatory conduct alleged in the Complaint includes, but is not limited to, treating students with emotional and psychological disabilities less favorably than students with other disabilities and refusing to provide accommodations to individuals with disabilities seeking to live in university housing with animals that are not specially trained “service animals.”

4. The parties agree that in order to avoid costly and protracted litigation, the United States’ claims against the Defendants should be resolved without further litigation through the terms of this Consent Decree.

5. Kent State University, the Board of Trustees, and the individually named defendants, individually and collectively, deny all of the allegations in the United States’ Complaint and deny that they have violated the FHA in any manner, and contend that at all times, they operated university housing at Kent State in compliance with all applicable statutes and regulations that prohibit discrimination.

III.SCOPE OF CONSENT DECREE

6. Unless otherwise specified herein, the provisions of this Consent Decree shall apply to Kent State, the Board of Trustees, and any of their employees, agents, and successors-in-interest.

7. Unless otherwise specified hererin, the provisions of this Consent Decree shall apply to any building occupied as, or intended for occupancy as, a residence that is owned, operated, managed by, or under the control of Kent State or the Board of Trustees (“university housing”). This includes but is not limited to: Beal Hall, McDowell Hall, Dunbar Hall, Engleman Hall, Prentice Hall, Verder Hall, Koonce Hall, Korb Hall, Leebrick Hall, Wright Hall, Allyn Hall, Clark Hall, Fletcher Hall, Manchester Hall, Centennial Court A, Centennial Court B, Centennial

Court C, Centennial Court D, Centennial Court E, Centennial Court F, Johnson Hall, Lake Hall, Olson Hall, Stopher Hall, and Van Campen Hall.¹

IV. GENERAL INJUNCTION

8. The Defendants, their employees, agents, successors-in-interest, and all others in active concert or participation with them are hereby enjoined from engaging in discriminatory housing practices with respect to disability within the university housing system in violation of the Fair Housing Act, 42 U.S.C. § 3601, et seq.

V. POLICY ON REASONABLE ACCOMMODATIONS AND ASSISTANCE ANIMALS IN UNIVERSITY HOUSING

9. For purposes of this Consent Decree, an “assistance animal” is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability. In evaluating requests for assistance animal accommodations in university housing, Kent State will follow the attached policy (Policy on Reasonable Accommodations and Assistance Animals in University Housing), appended as Attachment A to this Consent Decree.

10. No later than 30 days after the date of entry of this Consent Decree, the Defendants shall implement the Policy on Reasonable Accommodations and Assistance Animals in University Housing (Attachment A).

11. Within 15 days of the adoption of the Policy on Reasonable Accommodations and Assistance Animals in University Housing, the Defendants shall prominently post or display the policy at: the Student Accessibility Services office; the Department of Residence Services; the university housing facilities referenced in paragraph 7 of this Consent Decree; and any other department or office where individuals with disabilities may seek information, assistance, or

¹ The Allerton Apartments complex is no longer in existence.

accommodations related to university housing. The Defendants shall make available hard copies of the Policy on Reasonable Accommodations and Assistance Animals in University Housing at the locations subject to this paragraph.

12. Within 15 days of the adoption of the Policy on Reasonable Accommodations and Assistance Animals in University Housing, the Defendants shall post the policy, or a link to it, on the official websites for Student Accessibility Services, the Department of Residence Services, and any webpage maintained by the Defendants that relates to resources, policies, or reasonable accommodation procedures for individuals with disabilities in university housing. The webpages subject to this paragraph include, but are not limited to, those listed in Attachment B to this Consent Decree.

13. Within 15 days of the adoption of the Policy on Reasonable Accommodations and Assistance Animals in University Housing, the Defendants shall submit for the approval of the United States proposed amendments to any webpage addressing the rights, procedures, and services for individuals with disabilities in university housing.

14. No later than 15 days after the adoption of the Policy on Reasonable Accommodations and Assistance Animals in University Housing, the Defendants shall apprise each of their employees or agents involved in the review, consideration, decisionmaking, or appeal of reasonable accommodation requests for university housing of such persons' obligations under this Consent Decree, under the Policy on Reasonable Accommodations and Assistance Animals in University Housing, and under the Fair Housing Act, 42 U.S.C. §§ 3601–3631. The Defendants shall furnish each employee or agent covered by this paragraph with a copy of this Consent Decree and each employee or agent covered by this paragraph shall sign a statement in the form of Attachment C acknowledging that he or she has received, read, and understands this Consent Decree and declaring that he or she will perform his or her duties in accordance with this Consent

Decree, the Policy on Reasonable Accommodations and Assistance Animals in University Housing, and the Fair Housing Act, 42 U.S.C. §§ 3601–3631.

15. During the effective period of this Consent Decree, all new employees or agents involved in the review, consideration, decisionmaking, or appeals of reasonable accommodation requests for university housing shall: (a) be apprised of the provisions of this Consent Decree, the Policy on Reasonable Accommodations and Assistance Animals in University Housing, and the Fair Housing Act, 42 U.S.C. §§ 3601–3631, when their term, employment, or agency commences; (b) be provided copies of this Consent Decree and the Policy on Reasonable Accommodations and Assistance Animals in University Housing; and (c) execute the statement contained in Attachment C no later than 15 days following their first day of employment or service.

VI. TRAINING

16. Within 90 days of the date of this Consent Decree, any agents or employees of Kent State or the Board of Trustees involved in the review, consideration, decisionmaking, or appeal of reasonable accommodation requests related to university housing, or in the creation, implementation, or revision of housing-related reasonable accommodation policies, shall attend, at the Defendants' expense, an in-person education and training program regarding the disability discrimination provisions of the Fair Housing Act. The education and training shall be conducted by a qualified third party, approved in advance by the United States, and unconnected to the Defendants or their employees, agents, or counsel.

17. The Defendants shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course or time within which the course was completed.

18. During the effective period of this Consent Decree, within 30 days of commencing an agency or employment relationship, all new agents or employees of the Defendants involved in the review, consideration, decisionmaking, or appeal of reasonable accommodation requests for university housing or in the creation, implementation, or revision of housing-related reasonable accommodation policies, shall be provided training and complete a certificate of attendance as described in paragraphs 16 and 17.

VII. REPORTING AND RECORD KEEPING

19. The Defendants shall, no later than 75 days after the entry of this Consent Decree, serve a report on the United States evidencing their compliance with this Consent Decree. Such report shall include documentation evidencing the following:

- a. The adoption of the Policy on Reasonable Accommodations and Assistance Animals in University Housing;
- b. The posting of the Policy on Reasonable Accommodations and Assistance Animals in University Housing on the Defendants' websites as required in paragraph 12;
- c. The changes to the webpages and documents required in paragraphs 12–13;
- d. Photographs establishing that the Policy on Reasonable Accommodations and Assistance Animals in University Housing has been posted in the Student Accessibility Services office, the Department of Residence Services, and the individual apartment buildings, courts, and halls as required by paragraph 11;
- e. The executed copies of Attachment C as required by paragraphs 14–15;
- f. The education and training certificates required by paragraph 17–18;
- g. Any change, besides the adoption of the Policy on Reasonable Accommodations and Assistance Animals in University Housing, to the Defendants' rules,

procedures, or practices related to reasonable accommodations for individuals living in university housing;

- h. Any denial by the Defendants or their employees or agents of a request by an applicant or resident of university housing for a housing-related reasonable accommodation, including that person's name, current address, telephone number, email address, the details of the request, and the reason(s) for the denial;
- i. Any decision by the Defendants or their employees or agents to change the terms of an accommodation or rescind a housing-related reasonable accommodation request that had been previously granted to an applicant or resident of university housing, including that person's name, current address, telephone number, email address, the details of the circumstances leading to the change or rescission, and the reason(s) for the change or rescission; and
- j. Any written or oral complaint against the Defendants, or their agents or employees, regarding housing discrimination on the basis of disability, including a copy of the written complaint itself or a written summary of an oral complaint and the name, current address, telephone number, and email address of the complainant. The Defendants shall also promptly provide the United States with information concerning any steps taken by the Defendants to resolve the complaint.

20. Defendants shall submit annually on the anniversary date of this Consent Decree a written report that includes the following information:

- a. The information contained in paragraph 19, if not previously reported; and
- b. For every reasonable accommodation request made in university housing during the preceding year:

- i. The name, current address, telephone number, and email address of the person making the request;
- ii. The date of the request;
- iii. The type or kind of accommodation requested and the type of disability the accommodation is requested to alleviate; and
- iv. The disposition of the request and, if the request was denied, the reason(s) for the denial.

21. The final report required under paragraph 20 shall be submitted 60 days prior to the expiration date of this Consent Decree.

22. All documents or other communications required by this Consent Decree to be sent to the United States shall reference “DJ#175-57-677” and shall be sent by facsimile to (202) 514-1116 or by overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street NW, Suite 7032, Washington, D.C. 20006.

23. The Defendants shall maintain all records relating to implementation of and compliance with all provisions of this Consent Decree. Upon request, the Defendants shall provide the United States with copies of any records maintained as required by this Consent Decree.

24. This Consent Decree shall constitute a “judicial order” with which compliance is required for the purposes of the Family Educational Rights and Privacy Act (“FERPA”).

VIII. RELIEF FOR AGGRIEVED PERSONS

25. The Defendants shall pay \$130,000 in monetary damages to persons whom the United States has identified as aggrieved persons. A list of such persons that identifies the amount to be paid to each person is appended as Attachment D. Within 30 days of entry of this Consent

Decree, the Defendants shall deliver to counsel for the United States checks made payable to each such person in the amounts listed in Attachment D.

26. As a prerequisite to receiving such a payment, each aggrieved person shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, that he or she may have against the Defendants relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment E. Counsel for the United States shall deliver the original release forms to counsel for the Defendants.

IX. PAYMENT TO THE UNITED STATES

27. Within 30 days of the date of this Decree, Defendants shall make a payment to the United States of \$15,000 pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

X. DURATION, MODIFICATION, AND REMEDIES

28. This Court shall retain jurisdiction of this case for purposes of enforcing this Consent Decree, which shall be effective for a period of three (3) years following the date of entry by the Court. The United States may move the Court to extend the duration of the Consent Decree in the interests of justice.

29. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the parties. The other provisions of this Consent Decree may be modified by written agreement of the parties. Any modifications by written agreement of the parties will be effective upon filing of the written agreement with the Court, and shall remain in effect for the duration of the Consent Decree or until such time as the Court indicates through written order that it has not approved the modification.

30. If differences arise between the parties regarding interpretation, implementation, or the Defendants' compliance with the terms of this Consent Decree, the parties shall endeavor to resolve such differences among themselves before seeking the intervention of the Court.

31. In the event of a failure by any of the Defendants to perform in a timely manner any act required by this Decree or otherwise to act in conformance with any provision thereof, and if the voluntary dispute resolution procedure described in paragraph 30 is unsuccessful, the United States may move this Court to impose any remedy authorized by law or equity, including but not limited to an order requiring performance of such act or deeming such act to have been performed, and an award of any costs and attorneys' fees that may have resulted from the violation and/or failure to perform.

XI. LITIGATION COSTS

32. Each party shall bear its own costs and attorneys' fees.

XII. RELEASE OF LITIGATION HOLDS

33. The parties agree that, as of the effective date of this Consent Decree, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any party of any other obligation imposed by this Consent Decree.

XIII. FINAL JUDGMENT

34. Entry of this Decree constitutes Final Judgment under Rule 54 of the Federal Rules of Civil Procedure.

ENTERED THIS _____ DAY OF _____

THE HONORABLE JOHN R. ADAMS
UNITED STATES DISTRICT COURT JUDGE

For Plaintiff United States of America

Dated: January 4, 2016

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United States Attorney

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Acting Chief

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Dated: January 4, 2016

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ATTACHMENT A

POLICY ON REASONABLE ACCOMMODATIONS AND ASSISTANCE ANIMALS IN UNIVERSITY HOUSING

Kent State University is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy their dwellings, as required by federal, state and local law. A reasonable accommodation may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is Kent State University's general policy to provide reasonable accommodations to individuals with disabilities whenever an individual has a disability and there is a disability-related need for the requested accommodation. A disability-related need for a requested accommodation exists when there is an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

Kent State University accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available at the Student Accessibility Services office and the Department of Residence Services, and may be returned to either office when complete. If you require assistance in completing the form, please contact the *[insert name of reasonable accommodation coordinator and contact information]*. If you wish to make the request orally, please contact the *[insert name of reasonable accommodation coordinator and contact information]*. Kent State University will keep a record of all requests.

We will make a prompt decision on your request. If the request is of a time-sensitive nature, please let us know and we will expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is Kent State University's policy to seek only the information necessary to verify whether you are a person with a disability and/or to evaluate if the reasonable accommodation is necessary to provide you an equal opportunity to use and enjoy Kent State University housing. If we grant the request, you will receive a letter so indicating.

Kent State University may deny the requested accommodation if providing it would impose an undue financial and administrative burden on Kent State University or fundamentally alter the nature of Kent State University's operations. If we deny the request, we will provide you with a letter stating all of the reasons for our denial. If we believe that the requested accommodation poses an undue financial and administrative burden or a fundamental alteration to the nature of Kent State University's operations, we will schedule a meeting at a mutually convenient time to discuss possible alternative accommodations that would not impose such a burden or result in a fundamental alteration. Kent State University will ask you to accept an alternative accommodation only if you agree it meets your disability-related needs. We recognize that an individual with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If agreement on an alternative accommodation is not reached, we will send you a letter providing Kent State

University's decision on your requested accommodation and a detailed explanation of our reasons for a denial or decision to grant an alternative accommodation.

If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, then he or she may file a complaint by writing or calling any of the following:

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity U.S. Bank Centre Building 1350 Euclid Avenue, Suite 500 Cleveland, OH 44115-1815 1-800-765-9372 http://hud.gov/complaints/	Ohio Civil Rights Commission 30 East Broad Street, Fifth Floor, Columbus OH, 43215 1-888-278-7101 http://crc.ohio.gov/
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Assistance Animals

One common type of reasonable accommodation may be allowing a person with a disability to keep an *assistance animal* in their university housing. An assistance animal is any animal that works, provides assistance, performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Kent State University recognizes the importance of allowing assistance animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing.

An assistance animal does not necessarily need to be trained, and is not limited to any specific type of animal. An assistance animal is restricted to the residence of the individual, and may not accompany the resident to other areas of the university without permission.

Requesting an Assistance Animal

Although it is the policy of Kent State University that individuals are generally prohibited from having animals other than fish in any type of University housing, SAS will consider a request by an individual with a disability for a reasonable accommodation from this prohibition to allow an assistance animal. However, no assistance animal may be kept in University housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy.

A resident wishing to request an assistance animal should follow SAS's general procedures for requesting an accommodation, which can be found on the SAS website. SAS may require a statement from a reliable third party indicating that the resident has a disability and that the animal would provide emotional support or other assistance that would ameliorate one or

more symptoms or effects of the disability. A “reliable third party” is someone who is familiar with the individual’s disability and the necessity for the requested accommodation. A reliable third-party includes, but is not limited to someone who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.

Kent States University, in consultation with the resident, and other parties, as appropriate, may consider the criteria below in determining whether the presence of the animal is reasonable in the making of housing assignments for individuals with assistance animals:

- Whether the animal poses or has posed in the past a direct threat to the individual or others;
- Whether the animal causes or has caused excessive damage to housing beyond reasonable wear and tear;
- Whether the size of the animal is too large for available assigned housing space;
- Whether the animal's presence would force another individual from individual housing (e.g. serious allergies);
- Whether the animal's presence otherwise violates individuals' right to peace and quiet enjoyment; and
- Whether the animal is housebroken or is unable to live with others in a reasonable manner.

The individual must provide written consent for SAS to disclose information regarding the request for and presence of the assistance animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Services 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. Kent State University reserves the right to assign an individual with an assistance animal to a single room without a roommate upon availability.

Owner’s Responsibilities

Owners granted the accommodation of an assistance animal in their residence hall unit shall be subject to the following rules, in addition to any other university rules and regulations not specifically related to assistance animals. The owner must:

- **Keep the Animal in Residence Hall Unit.** An assistance animal must be contained within the owner’s privately assigned individual living accommodations except to the extent the individual is taking the animal out for natural relief. When an assistance animal is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. Assistance animals are not allowed in any University facilities other than the University housing to which the resident is assigned.
- **Keep the Animal under Control.** The Assistance Animal 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.

- **Abide by Laws and Policies.** 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. 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. Additionally, the owner must abide by all equally applicable residential policies, 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.
- **Ensure the Animal is Well Cared-For.** The owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment, abuse, neglect, or leaving the assistance animal unattended for unreasonably long periods of time may result in immediate removal of the Assistance Animal and/or discipline for the responsible individual pursuant to the University Student Code of Conduct and/or any housing-related sanctions within the Department of Residence Services' Hallways Handbook. The University will not base this determination on speculation or fear about the harm or damages an animal may cause. University personnel shall not be required to provide care or food for any Assistance Animal 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. Additionally, assistance animals 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 animal must accompany the owner. The owner is responsible for ensuring that the assistance animal is contained, as appropriate, when the owner is not present during the day while attending classes or other activities.
- **Be Responsible for Property Damage.** 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 the University. An individual with a disability may be charged for any damage caused by his or her Assistance Animal 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 University's standard or routine inspections. If fleas, ticks or other pests are detected through inspection, the owner will be billed for the expense of any pest treatment above and beyond standard pest management in the residence halls. The University shall have the right to bill the owner's account for unmet obligations under this provision.
- **Notify SAS if Assistance Animal is No Longer Needed.** The animal is allowed in University housing only as long as it is necessary because of the owner's disability. The owner must notify SAS in writing if the assistance animal is no longer needed or is no longer in residence. To replace an Assistance Animal, 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.

Removal of the Assistance Animal

The University may require the Owner to remove the assistance animal from University housing if:

- The animal poses a direct threat to the health or safety of others or causes substantial property damage to the property of others, including University property;
- The animal's presence results in a fundamental alteration of a University program;
- The owner does not comply with the Owner's Responsibilities set forth above; or
- The animal or its presence creates an unmanageable disturbance or interference with the University community.

SAS will base such individualized determinations upon the consideration of the behavior of the particular animal and resident on a case-by-case basis, and in consultation with Residence Services, the resident, and other parties as appropriate. The University will not base this determination on speculation or fear about the harm or damages an animal may cause. Any removal of the animal may be appealed pursuant to the grievance procedure found [here](#). The owner will be afforded all rights of due process and appeal as outlined in that process.

Should the Assistance Animal be removed from the premises for any reason, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

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 University's Policy on Reasonable Accommodations and Assistance Animal in University Housing.

I have read and understand the Policy on Reasonable Accommodations and Assistance Animals in University Housing and I agree to abide by the requirements applicable to Assistance Animals. I understand that if I fail to meet the requirements set forth in the Policy, Kent State University has the right to remove the Assistance 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 Office of Student Accessibility Services to disclose to others impacted by the presence of my Assistance Animal (e.g., Residence Services 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 Assistance Animal and/or resolving any potential issues associated with the presence of the Assistance Animal. I will hold Kent State University harmless from any liability for disclosing such information.

I further recognize that the presence of the Assistance Animal may be noticed by others visiting or residing in University Housing and agree that staff may acknowledge the presence of

the animal, and explain that under certain circumstances Assistance Animals are permitted for persons with disabilities.

Owner's Signature

Date

Student Accessibility Services Representative

Date

Residence Services Representative

Date

APPLICATION FOR REASONABLE ACCOMMODATION *[insert logo]*

PLEASE COMPLETE THIS FORM TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT STUDENT ACCESSIBILITY SERVICES AT *[insert contact information]*. KENT STATE UNIVERSITY WILL KEEP A RECORD OF ALL REQUESTS.

NAME OF RESIDENT: _____

ADDRESS: _____

TELEPHONE #: _____

PERSON REQUESTING ACCOMMODATION: _____

RELATIONSHIP TO RESIDENT (IF DIFFERENT FROM RESIDENT):

-
1. Please describe the reasonable accommodation you are requesting:
 2. Please explain why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.
 3. If you are requesting permission to have an assistance animal in your apartment where it is not readily apparent that the animal is a service animal please answer the following:
 - (a) Type of animal (for example, dog or cat):
 - (b) Is the animal required because of a disability? _____ Yes _____ No
 - (c) Does the animal for which you are making a reasonable accommodation request perform work or do tasks for you because of your disability?
_____ Yes _____ No
 - (d) If the answer to 3(c) is YES:
 - a. provide a statement from a health or social service professional indicating that you have a disability (*i.e.*, you have a physical or

mental impairment that substantially limits one or more major life activities); and

- b. explain below how the animal has been trained to do work or perform tasks that ameliorate one or more symptoms or effects of your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that would ameliorate one or more symptoms or effects of your disability:

You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

- (e) If the answer to 3(c) is NO:

If the animal for which you are making a reasonable accommodation request does not perform work or do tasks for you because of your disability, but provides emotional support or ameliorates one or more symptoms or effects of your disability, please submit a statement from a health or social service professional stating that:

- a. you have a disability (*i.e.*, you have a physical or mental impairment that substantially limits one or more major life activities); and
- b. the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of your disability and how the animal ameliorates the symptoms or effect.

Please attach such a statement to this application. You may use, but are not required to use, Form A.

- (f) Kent State University may deny a request to keep an assistance animal on the premises if the animal poses a direct threat (*i.e.*, a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by a another reasonable accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Kent State University will base such a determination only upon reliable, objective evidence of the specific animal's actual behavior or conduct and not on speculation or fear about the types of harm or damage an animal may cause.

4. If you are requesting a physical change to the interior of your unit, please describe the modifications. Please also submit Form [*insert form name*].
5. If you are requesting a physical change to the exterior of your unit or to a public or common use area, please describe the modification. Please also submit Form [*insert form name*].
6. If you are requesting a different accommodation, please describe it here:

Signature

KENT STATE UNIVERSITY GUIDELINES REGARDING ASSISTANCE ANIMALS

- A. Kent State University will grant reasonable accommodation requests to persons with disabilities consistent with the enclosed policy and all relevant statutes. A person with a disability is one who: (a) has a physical or mental impairment which substantially limits one or more of such person's major life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment, but such term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- B. Kent State University will review and respond promptly to all reasonable accommodation requests.
- C. All information received by Kent State University regarding an individual's disability, including physical, mental, psychological, and/or psychiatric conditions, and disability-related need for a requested accommodation shall be kept confidential unless the individual authorizes the release of the information or Kent State University is required to produce the information in response to a subpoena or court order.
- D. If a resident of Kent State University housing has a disability and a disability-related need for a reasonable accommodation under federal, state or local law, Kent State University will grant such accommodation, including a request to keep a service or assistance animal. Kent State University will not retaliate against any person because that individual has requested or received a reasonable accommodation. Kent State University will not discourage any individual from making a reasonable accommodation request, including a request to keep a service or assistance animal. While it is Kent State University's policy to not allow any pets, aside from fish, at Kent State University housing, service or assistance animals are not pets. However, a resident must request a reasonable accommodation to Kent State University's pet policy in order to keep an assistance animal at Kent State University housing.

Rules applicable to pets do not apply to service or assistance animals. However, when assistance animals are in Kent State University housing common or public areas, the assistance animal must be kept on a leash or in a carrier or cage, unless those devices prevent service animals from performing a disability-related task. Additionally, like any other resident, owners of service or assistance animals remain subject to the provisions of their leasing agreement. Similarly, owners of service or assistance animals shall comply with all state and local animal laws unless the owner is entitled to a reasonable accommodation. Kent State University may take action against the owner for damages caused by a service or assistance animal to the same extent that it takes such action against residents who have caused similar damages.

FORM A – Assistance Animal Requests

IF YOU ARE SEEKING PERMISSION TO KEEP AN ASSISTANCE ANIMAL THAT HAS NOT BEEN TRAINED TO DO WORK OR PERFORM TASKS, PLEASE HAVE A HEALTH OR SOCIAL SERVICE PROFESSIONAL COMPLETE THIS FORM OR PROVIDE SIMILAR DOCUMENTATION.

RESIDENT NAME: _____

ADDRESS: _____ TELEPHONE #: _____

I, _____ (name of resident), intend to request that Kent State University permit _____ (if different from resident, state name and relationship to resident) to have an assistance animal as a reasonable accommodation for a disability. In connection with that application, I am requesting that you complete this form regarding the disability.

Resident Signature: _____ Date: _____

TO BE COMPLETED BY HEALTH OR SOCIAL SERVICE PROFESSIONAL

NAME:

ADDRESS:

TELEPHONE NUMBER:

1. Does the individual identified above have a disability? A disability is a physical or mental impairment that substantially limits one or more major life activities.

Yes _____ No _____

2. Does or would the assistance animal provide some type of disability-related assistance to the individual? One example of assistance is alleviating one or more of the symptoms or effects of a disability.

Yes _____ No _____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

ATTACHMENT B

LIST OF WEBPAGES

<http://www.kent.edu/sas>

<https://www.kent.edu/housing>

ATTACHMENT C

**CERTIFICATION OF RECEIPT OF CONSENT DECREE AND POLICY ON
REASONABLE ACCOMMODATIONS AND ASSISTANCE ANIMALS IN
UNIVERSITY HOUSING**

I certify that I have received a copy of the Consent Decree entered by the United States District Court for the Northern District of Ohio in United States v. Kent State University, et al., No. 5:14-cv-1992 (N.D. Ohio). I further certify that I have read and understand the Consent Decree, that any questions I had concerning the Consent Decree were answered, and that I understand that the Defendants may be sanctioned or penalized if I violate this Consent Decree.

I understand that federal law and Kent State University policy prohibits discrimination against individuals on the basis of disability, including discrimination based on the type of disability an individual may have. I understand that federal law and Kent State University policy also prohibits refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability equal opportunity to use and enjoy university housing.

With this understanding, I agree that, as a condition of my employment or contract relationship with Kent State University with respect to university housing or programs or policies for students with disabilities, I shall comply with the Consent Decree and all applicable laws and Kent State University policies in carrying out my employment or contract duties.

(Signature)

(Printed Name)

(Title)

(Date)

ATTACHMENT D

LIST OF AGGRIEVED PERSONS

Jacqueline Luke - \$50,000

Brandon Luke - \$50,000

The Fair Housing Advocates Association - \$30,000

ATTACHMENT E

RELEASE BY AGGRIEVED PERSONS

In consideration for the parties' agreement to the terms of the Consent Decree entered in United States v. Kent State University, et al., No. 5:14-cv-1992 (N.D. Ohio) in the United States District Court for the Northern District of Ohio and the Defendants' payment to me of _____, pursuant to the Consent Decree, I, _____, do hereby fully release and forever discharge Kent State University, the Kent State University Board of Trustees, Jill Church, Elizabeth Joseph, Brian Hellwig, and Amy Quillin, and their insurers, attorneys, agents, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all housing discrimination or any related claims set forth in the United States' Complaint in this lawsuit that I may have had against any of them for any of their actions or statements related to those claims through the date of entry of the Consent Decree.

Executed this _____ day of _____, 201_

(Signature)

(Printed Name)

(Home Address)

(Home Address Continued)

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

UNITED STATES OF AMERICA,

Plaintiff,

CASE NO. 4:11CV3209

v.

CONSENT ORDER

UNIVERSITY OF NEBRASKA AT
KEARNEY and BOARD OF REGENTS OF
UNIVERSITY OF NEBRASKA

Defendants.

I. INTRODUCTION

1. On November 23, 2011, the United States filed this action against the University of Nebraska at Kearney, the Board of Regents of the University of Nebraska, David L. Brandt, Cheryl Bressington, Christy Horn, and Gail Zeller, alleging violations of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 ("Fair Housing Act"), 42 U.S.C. §§ 3601-3631. On August 25, 2015, the Court dismissed David L. Brandt, Cheryl Bressington, Christy Horn and Gail Zeller from this action.

2. The University of Nebraska at Kearney and the Board of Regents of the University of Nebraska (collectively referred to hereafter as "Defendants") operate and control University Heights, an apartment style student housing complex which includes 102 one-bedroom and efficiency units. University Heights is occupied by students enrolled full-time at the University of Nebraska at Kearney who are single parents, married, or twenty-one years of age or older.

II. UNITED STATES' ALLEGATIONS AND DEFENDANTS' DENIALS

3. The United States filed this suit on behalf of a former UNK student, Brittany Hamilton, pursuant to 42 U.S.C. § 3612(o). The United States also alleges that Defendants, in violation of 42 U.S.C. § 3614(a), engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act or a denial to a group of persons of rights granted by the Fair Housing Act, which denial raises an issue of general public importance.

4. In its complaint, the United States also alleges that Defendants engaged in discriminatory conduct at university housing owned and/or managed by the Defendants at the University of Nebraska at Kearney. The United States' Complaint alleges that Defendants violated the Fair Housing Act, as amended, 42 U.S.C. § 3601 *et seq.* ("FHA"), and specifically 42 U.S.C. § 3604 subsections (f)(1),(2) and (3)(B) by refusing to allow students to live with animals as reasonable accommodations when such accommodations were reasonable and necessary to afford students with disabilities to have an equal opportunity to use and enjoy student housing at the University of Nebraska at Kearney. The United States further alleges that, as a result of this alleged unlawful conduct, two students with alleged disabilities seeking reasonable accommodations for the University of Nebraska at Kearney's student housing suffered damages.

5. The United States' Complaint also alleges that Defendants violated 42 U.S.C. § 3604(c) by making, printing or publishing statements and notices with respect to the rental of student housing that indicated a preference, limitation, or discrimination because of a disability.

6. The University of Nebraska at Kearney and the Board of Regents of the University of Nebraska, individually and collectively, deny all of the allegations in the United States' complaint and deny that they have violated the FHA in any manner, and contend that at all times, they operated student housing at the University of Nebraska at Kearney in compliance with all applicable statutes and regulations that prohibit discrimination.

III. AGREEMENT TO COMPROMISE

7. The parties agree that to avoid costly and protracted litigation and trial, the United States' claims against Defendants should be resolved without trial.

8. The University of Nebraska at Kearney and the Board of Regents of the University of Nebraska voluntarily enter into this Consent Order to resolve disputed claims solely to avoid the costs of protracted litigation.

9. Nothing in this Consent Order or the decision to compromise and settle this lawsuit is or should be construed as an admission of liability or wrongdoing on the part of the University of Nebraska at Kearney and/or the Board of Regents of the University of Nebraska, individually or collectively.

10. The University of Nebraska at Kearney and the Board of Regents of the University of Nebraska furthermore affirmatively assert that they complied with all applicable federal and state statutes and regulations prohibiting discrimination against persons with disabilities consistent with their goal to develop an academic community accessible to persons with disabilities to ensure equal educational opportunity for all.

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** as follows:

IV. AFFIRMATIVE RELIEF

11. The University of Nebraska at Kearney ("UNK") is hereby enjoined from:
 - a. Discriminating against persons in the rental and provision of student housing because of a disability in violation of 42 U.S.C. § 3604(f)(1);
 - b. Discriminating against persons in the terms, conditions, or privileges of student housing, or in the provision of services in connection with student housing because of a disability in violation of 42 U.S.C. § 3604(f)(2);
 - c. Making, printing or publishing or causing to be made, printed, or published, any notice or statement with respect to the rental of student housing that indicates a preference, limitation, or discrimination based on disability, or intending to make such preference, limitation, or discrimination in violation of 42 U.S.C. § 3604(c); and
 - d. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability seeking to live or living in UNK student housing an equal opportunity to use and enjoy student housing in violation of 42 U.S.C. § 3604(f)(3)(B).

V. REASONABLE ACCOMMODATION POLICIES

12. Within thirty (30) days of the date of entry of this Consent Order, UNK shall adopt the "University Housing Reasonable Accommodation Policy" that is attached hereto as Exhibit A1, and the "University of Nebraska at Kearney Assistance Animal Policy and Agreement" that is attached hereto as Exhibit A2. UNK shall follow these policies for receiving, evaluating, and determining whether to grant or deny reasonable

accommodations requested by students with disabilities in rules, policies, practices, or services relating to UNK's student housing and assistance animals in student housing.

13. Within thirty (30) days of the date of the entry of this Consent Order by the Court, UNK shall provide copies of the University Housing Reasonable Accommodation Policy and the Assistance Animal Policy and Agreement to UNK's Director of Disability Services and any employees of Disability Services who have responsibility for implementing¹ reasonable accommodation requests in student housing. During the term of this Consent Order, UNK shall also provide a copy of these policies to each newly hired Director of Disability Services and any newly hired employees of Disability Services who have responsibility for implementing reasonable accommodation requests in student housing.

14. Within thirty (30) days of the date of the entry of this Consent Order by the Court, UNK shall provide a copy of the University Housing Reasonable Accommodation Policy and the Assistance Animal Policy and Agreement to UNK's Director of the Office of Residence Life ("Residence Life") and any employees of Residence Life who have responsibility for implementing reasonable accommodation requests. During the term of this Consent Order, UNK shall also provide copies of these policies to each newly hired Director of Residence Life and any newly hired employees of Residence Life who have responsibility for implementing reasonable accommodation requests.

15. Within thirty (30) days of the date of entry of this Consent Order by the Court, and for the term of this Consent Order, UNK shall post and prominently display

¹ For purposes of Sections V and VI of this Consent Order, the term "implement" means involvement in the review, consideration, decision-making and appeal of reasonable accommodation requests related to university housing and the creation, implementation or revision of housing-related reasonable accommodation policies.

the University Housing Reasonable Accommodation Policy and the Assistance Animal Policy and Agreement in the Office of Disability Services and the Office of Residence Life. UNK shall also post both of these policies, or a link to both of these policies, on the official UNK website for Disability Services.

16. Any proposed changes to the University Housing Reasonable Accommodation Policy and the Assistance Animal Policy and Agreement and related posted webpages referred to in Paragraphs 12 - 15 during the duration of this Consent Order must be provided to the United States by facsimile and next-day delivery to the United States for its review and comment at least 30 days before being implemented. The proposed changes shall be considered approved upon the expiration of the 30th day unless UNK receives a written objection from the United States within the 30-day notice period. To the extent the United States objects to any changes to these policies proposed in accordance with this paragraph, and the parties cannot resolve the dispute among themselves, such dispute may be submitted to the Court in accordance with the dispute resolution provisions of Paragraph 34 of this Consent Order.

VI. NOTICE AND TRAINING

17. Within thirty (30) days of the date of entry of this Consent Order by the Court, UNK shall provide the Summary of this Order ("Summary"), attached as Exhibit B, to the Director of Disability Services and any employees of Disability Services who have responsibility for implementing reasonable accommodation requests in student housing. UNK shall also secure the signed statement from each person with responsibility for implementing reasonable accommodation requests in student housing acknowledging that he or she has received and read the Summary and agrees to abide

by the relevant provisions of this Order. This statement shall be in the form of Exhibit C attached hereto.

18. Within thirty (30) days of the date of entry of this Consent Order by the Court, UNK shall provide the Summary to the Director of Residence Life and any employees of Residence Life who have responsibility for implementing reasonable accommodation requests in student housing. UNK shall also secure the signed statement from each person with responsibility for implementing reasonable accommodation requests in student housing acknowledging that he or she has received and read the Summary and agrees to abide by the relevant provisions of this Order. This statement shall be in the form of Exhibit C, attached hereto.

19. Within ninety (90) days from the date of entry of this Consent Order by the Court, the Director of Disability Services, any employees of the Office of Disability Services who have responsibility for implementing reasonable accommodation requests in student housing, the Director of the Residence Life, and any employees of Residence Life who have responsibility for implementing reasonable accommodation requests, shall attend, at the UNK's expense, an in-person education and training program on the FHA, with specific emphasis on discrimination on the basis of disability. The training shall be conducted by a qualified person approved in advance by the United States, with experience and understanding of the reasonable accommodation requirements of the FHA. UNK shall obtain from the trainer, certifications of attendance, executed by each individual who received the training, confirming his or her attendance. The certification shall include the name of the course, the date the course was attended, and the length of the course and/or time within which the course was completed.

20. During the term of this Order, within thirty (30) days after the hiring of a new Director of Disability Services, any new employee of the Office of Disability Services who has responsibility for implementing reasonable accommodation requests in student housing, a new Director of Residence Life, and any new employee of the Office of Residence Life who has responsibility for implementing reasonable accommodation requests, UNK shall provide a copy of the Summary to such new employee and secure the signed statement from such employee acknowledging that he or she has received and read the Summary, had the opportunity to have questions about the Summary and Order answered, and agrees to abide by the relevant provisions of the Order. This statement shall be in the form of Exhibit C.

VII. RELIEF FOR ALLEGED AGGRIEVED PERSONS

21. The United States has identified Brittany Hamilton ("Hamilton") and Denise Kraft ("Kraft") as alleged aggrieved persons whom it believes were harmed by the Defendants' conduct. Defendants agree to pay the total sum of **ONE HUNDRED FORTY THOUSAND DOLLARS and 00/100 (\$140,000.00)** to a Settlement Fund. Within thirty days (30) days of the date of entry of this Consent Order by the Court, the United States shall notify Defendants of the amount of monetary damages that should be paid from the Settlement Fund to Hamilton and Kraft. Within thirty (30) days of receiving such notice, Defendants shall deliver to the United States checks payable to Hamilton and Kraft in the amounts identified by the United States, and checks shall be delivered to each upon execution of a release in the form of Exhibit D. In no event shall the aggregate of the checks exceed the amount of the Settlement Fund.

VIII. REPORTING AND RECORD KEEPING REQUIREMENTS

22. For the term of this Consent Order, UNK shall also preserve all records related to this Consent Order. Such documents include housing contracts, student housing files, student housing policies and procedures, and written communications (or records of oral communications) between UNK (including but not limited to Disability Services and Residence Life) and any student who has requested a reasonable accommodation in UNK student housing that are related to such a request.

23. For the term of this Consent Order, UNK shall keep written records of each request for reasonable accommodation in student housing it receives. These records shall include: (a) the name, address, and telephone number of the person making the request; (b) the date upon which the request was received; (c) the nature of the request (i.e. the accommodation requested and disability for which the accommodation was requested); (d) whether the request was granted or denied; and (e) if the request was denied, the reason(s) for the denial.

24. For the term of this Consent Order, UNK shall notify counsel for the United States of any written complaint filed against it or any of its employees by a student alleging failure to provide a reasonable accommodation in student housing which is filed in a court of law or with a governmental civil rights enforcement agency, such as the U.S. Department of Housing and Urban Development through its Office of Fair Housing and Equal Opportunity or the Nebraska Equal Opportunity Commission within thirty (30) days of the filing of such written complaint. The notification shall include a copy of the written complaint. UNK shall also promptly provide the United States all information, documents, or records it reasonably requests concerning any such complaint after UNK

has fulfilled its obligation to provide notice and an opportunity for the student to object to the proposed disclosure of such information or documents pursuant to Family Educational Rights and Privacy Act ("FERPA"). If, pursuant to FERPA, a student objects to the release of his or her personal information pursuant to this paragraph, UNK shall be relieved of its obligation to provide such information, documents, or records. UNK shall inform the United States in writing within thirty (30) days after the date on which UNK resolves any complaint covered by this paragraph of the terms of such resolution.

25. Within one hundred twenty (120) days of the date of entry of this Consent Order, and annually thereafter from the date of entry of this Consent Order during the term of this Consent Order, UNK shall submit to counsel for the United States a compliance report which shall contain the following:

- a. The information in Paragraph 24 above, if not yet reported;
- b. The signed statements and certifications of each employee referred to in Paragraphs 17, 18, and 20;
- c. Photographs establishing that the University Housing Reasonable Accommodation Policy and the Assistance Animal Policy and Agreement are posted in Disability Services and Residence Life as described in Paragraph 15; and
- d. copies of certifications of attendance for fair housing training pursuant to Paragraph 19.

26. The final report required under Paragraph 25 above shall be submitted no later than sixty (60) days prior to the expiration date of this Consent Order.

27. All documents or other communications required by this Consent Order to be sent to the United States shall reference "DJ#175-45-61" and shall be sent by facsimile to (202) 514-1116 or by overnight mail to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 1800 G Street NW, Suite 7032, Washington, D.C. 20006.

28. During the term of this Consent Order, UNK shall maintain all records relating to implementation of and compliance with all provisions of this Consent Order. Upon request, UNK shall provide the United States with copies of any records maintained as required by this Consent Order.

IX. INSPECTION OF DOCUMENTS

29. For the duration of this Order, upon reasonable notice to UNK and at reasonable times as agreed upon by the parties, representatives of the U.S. Department of Justice shall be permitted to inspect and copy, at the United States' expense, all records UNK is required to maintain as provided in this Consent Order to monitor Defendants' compliance with this Order.

X. RELEASE OF LITIGATION HOLDS AND ELECTRONICALLY STORED INFORMATION

30. The parties agree that, as of the date of entry of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described herein. To the extent that any party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described herein, the party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any party of any other obligations imposed by the Consent Order.

XI. MODIFICATIONS, ATTORNEY'S FEES AND COSTS, AND REMEDIES FOR NON-COMPLIANCE

31. This Court shall retain jurisdiction of this case for purposes of enforcing this Consent Order, which shall be effective for a period of two (2) years following the date of its entry.

32. Any provisions of this Consent Order, including but not limited to time limits for performance, may be modified by mutual written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, then such modification will be effective thirty (30) days from the date of the filing of the written agreement with the Court, and shall remain in effect for the duration of the Consent Order or until such time as the Court indicates through a written order that it has not approved the modification.

33. The parties to this Consent Order shall be responsible for their own attorney's fees and court costs.

34. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Order prior to bringing such matters to the Court for resolution. However, in the event of a failure by UNK, whether willful or otherwise, to perform in a timely manner any act required by this Order, or in the event of any other act violating any provision hereof, the United States may move this Court to impose any remedy authorized by law or equity.

XIV. TERM AND DISMISSAL WITH PREJUDICE

35. The term of this Consent Order is two (2) years. Upon entry of this Consent Order by the Court, this case shall be automatically dismissed with prejudice.

However, the Court shall retain jurisdiction over the action for the term of this Consent Order.

It is so ORDERED, ADJUDGED and DECREED.

On this _____ day of _____, 2015.

United States District Judge

Agreed to by the parties as indicated by the signatures of counsel below.

Date: September 3, 2015

<p><u>/s/ Scott P. Moore</u> Scott Parrish Moore (NE# 20752) Allison D. Balus (NE#23270) of BAIRD HOLM LLP 1500 Woodmen Tower 1700 Farnam St Omaha, NE 68102-2068 Phone: 402-344-0500 Email: spmoore@bairdholm.com</p> <p>and</p> <p>Alison D. Basye (NE# 23337) of UNIVERSITY OF NEBRASKA Varner Hall 3835 Holdrege Street Lincoln, NE 68583-0745 Phone: 402-472-1201 Fax: 402-472-2038 Email: abasye@nebraska.edu</p> <p>and</p> <p>John C. Wiltse, NSBA (NE# 16689) Deputy General Counsel University Of Nebraska Varner Hall, Room 237 3835 Holdrege Street Lincoln, Ne 68583-0745 jwiltse@nebaska.edu (402) 472-1201 (402) 472-2038 (facsimile)</p> <p>Attorneys for Defendants</p>	<p>STEVEN H. ROSENBAUM Chief SAMEENA SHINA MAJEED Deputy Chief</p> <p><u>/s/ Elise Sandra Shore</u> ELISE SANDRA SHORE Georgia Bar No. 557131 ONJIL McEACHIN New York Bar ALAN MARTINSON California Bar No. 258820 Trial Attorneys Housing and Civil Enforcement Section Civil Rights Division U.S. Department of Justice 950 Pennsylvania Avenue NW Northwestern Building, 7th Floor Washington, DC 20530 Phone: (202) 305-0921 Fax: (202) 514-1116</p> <p>and</p> <p>DEBORAH R. GILG United States Attorney</p> <p><u>Laurie A. Kelly</u> LAURIE A. KELLY MA Bar No. 557575 Assistant United States Attorney United States Attorney's Office District of Nebraska 1620 Dodge Street, Suite 1400 Omaha, NE 68102-1506 Phone: (402) 661-3700 Fax: (402) 661-3081</p> <p>Attorneys for Plaintiff</p>
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EXHIBIT A1

University Housing Reasonable Accommodation Policy

EXHIBIT A1

UNIVERSITY OF NEBRASKA AT KEARNEY

UNIVERSITY HOUSING REASONABLE ACCOMMODATION POLICY

Section I. Introduction and Background

The University of Nebraska at Kearney ("UNK" or the "University") recognizes the importance of providing reasonable accommodations in its housing policies and practices where necessary for individuals with disabilities to use and enjoy University housing. This Policy explains the specific requirements and guidelines which govern requests for reasonable accommodation in University housing. UNK reserves the right to amend this policy at any time as circumstances require.

Section II. Procedure for Requesting Reasonable Accommodation (Excluding Requests for Service Animals under the Americans with Disabilities Act Amendments Act)

The Office of Disability Services for Students ("Disability Services") is responsible for evaluating whether to grant or deny requests for reasonable accommodation in University housing. In evaluating the request, Disability Services will consult with the Office of Residence Life ("Residence Life"), the UNK ADA/Section 504 Coordinator, and the UNK Office of Counseling & Care, as necessary, to determine whether the requested accommodation is necessary and reasonable. Individuals with a disability who reside or intend to reside in University housing who believe they need a reasonable accommodation must contact Disability Services.

Requests for reasonable accommodation in University housing policies and practices are governed by the following requirements:

1. Requesting a Housing Accommodation

- a. An individual with a disability must complete the "Disability Accommodation Request Form For University Housing" (the "Request Form") to request a reasonable accommodation. Copies of the Request Form are available from Disability Services. If the individual requires assistance in completing the Request Form because of his/her disability, Disability Services will provide assistance in completing the form.
- b. UNK will accept and consider requests for reasonable accommodation in University housing at any time. The individual making the request for accommodation should complete and provide the Request Form to Disability Services as soon as practicably possible before moving into University housing. However, if the request for accommodation is made fewer than 60 days before the individual intends to move into University housing, UNK

cannot guarantee that it will be able to meet the individual's accommodation needs during the first semester or term of occupancy.

- c. If the need for the accommodation arises when an individual already resides in University housing, he/she should contact Disability Services and complete the Request Form as soon as practicably possible. UNK cannot guarantee that it will be able to meet the accommodation needs during the semester or term in which the request is received.
- d. Absent exceptional circumstances, the University will attempt to provide a written response to a reasonable accommodation request within fourteen (14) business days of receiving the information described in paragraph 2 below.

2. Information that May Be Requested for Housing-Related Reasonable Accommodation Requests

Disability Services shall limit its requests for information to only the information necessary to verify whether the individual making the request has a disability and/or to evaluate if the reasonable accommodation is necessary to provide the individual an equal opportunity to use and enjoy University housing.

- a. Obvious Disability: If the individual's disability and the necessity for the accommodation are obvious (e.g. an individual with a physical disability using a wheelchair needs an accessible room), the individual need only explain what type of accommodation she is requesting. No verification of disability and/or necessity is required under these circumstances.
- b. Non-Obvious Disability/Necessity
 - i. If the disability is obvious but the need for the accommodation is not obvious, the University may require the individual to complete the Reasonable Accommodation Verification Form for University Housing ("Verification Form") and designate a reliable third party who can verify that the requested accommodation is necessary to provide the individual an equal opportunity to use and enjoy University housing, but may not seek information about the individual's disability.
 - ii. If the disability and necessity for the accommodation are not obvious, Disability Services will require the individual to complete the Verification Form and designate a reliable third party who can verify that the individual has a disability and that the requested accommodation is necessary to provide the individual an equal opportunity to use and enjoy University housing.
 - iii. A reliable third party is someone who is familiar with the individual's

disability and the necessity for the requested accommodation. A reliable third-party includes, but is not limited to, a doctor or other medical professional, a peer support group, or a non-medical service agency (e.g., National Association of the Deaf)

- iv. Absent exceptional circumstances, within seven (7) business days of receiving the completed Verification Form from the third-party, the Director of Disability Services, after consultation with the UNK ADA/Section 504 Compliance Officer, will determine if the accommodation is necessary because of a disability to provide the individual an equal opportunity to use and enjoy University housing.
- v. If the third party returns the Verification Form without sufficient information for Disability Services to determine whether an accommodation is necessary, the Director of Disability Services will inform the individual in writing of the verification's insufficiency and may request additional information, including speaking directly with the individual supplying the third-party verification, within seven (7) business days of receiving the verification.
- vi. The individual making the request for accommodation must cooperate with Disability Services in a timely manner in providing all information needed to determine whether the requested accommodation is necessary.

3. Determination of Reasonableness

- a. Disability Services may deny the requested accommodation if it is unreasonable. Disability Services shall consult with Residence Life to determine if implementing the requested accommodation is reasonable.
- b. An accommodation is unreasonable if it: (1) imposes an undue financial and/or administrative burden; (2) fundamentally alters university housing policies; (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; and/or (4) is otherwise unreasonable to the operation of the University.

4. Approval of Accommodation

- a. If Disability Services determines a requested accommodation is necessary and is not unreasonable, it will contact the individual, in writing, within seven (7) business days of its determination, to arrange a meeting to discuss the implementation of the accommodation.

5. Denial of Accommodation/Appeal

- a. If Disability Services determines a requested accommodation is necessary but unreasonable, Disability Services will contact the individual, in writing, within seven (7) business days of its determination and engage in an interactive process with the individual to determine if there are alternative accommodations that might effectively meet the individual's disability-related needs.
- b. If the individual is unwilling to accept any alternative accommodation offered by Disability Services or there are no alternative accommodations available, Disability Services will provide a verbal explanation and written notification to the individual of the denial, the reasons for the denial, the right to appeal the decision, and the procedures for that appeals process. The notification shall be in writing and made within seven (7) business days of the notification from the individual of his/her unwillingness to accept any of the alternative accommodations offered or the determination that there are no alternative accommodations available.
- c. All appeals are reviewed by the University of Nebraska ADA/Section 504 Compliance Officer. If the appeal is denied, the University of Nebraska's ADA/Section 504 Compliance Officer shall provide written notification of the denial to the individual and a written explanation with all of the reasons for the denial.
- d. An individual may also use the grievance procedure provided under the general University antidiscrimination policies. This grievance procedure can be found at http://www.unk.edu/offices/human_resources/aaeo/ada/grievance_procedures.php.

6. Confidentiality and Recordkeeping

In processing requests for reasonable accommodations, the University will take all steps required by federal, state, and/or local law to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to individuals specifically designated to determine and implement requests for reasonable accommodations, who will disclose the information only to the extent necessary to determine whether to grant the request, determine if the request is unreasonable, and implement any request granted, keeping all written requests and accompanying documentation in a secure area to which only those designated individuals have access, except as otherwise required by law.

7. Non-retaliation Provision

UNK will not retaliate against any individual because that individual has requested or received a reasonable accommodation in University housing.

EXHIBIT A2

University of Nebraska at Kearney Assistance Animal
Policy and Agreement

EXHIBIT A2

UNIVERSITY OF NEBRASKA AT KEARNEY ASSISTANCE ANIMAL POLICY AND AGREEMENT

The University of Nebraska at Kearney (“UNK” or “University”) 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. UNK 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 University’s programs and activities. UNK is also committed to allowing Assistance Animals necessary to provide individuals with disabilities an equal opportunity to use and enjoy University housing. This Policy explains the specific requirements applicable to an individual’s use of an Assistance Animal in University housing. UNK reserves the right to amend this Policy as circumstances require. This policy applies solely to “Assistance Animals” which may be necessary in University housing. It does not apply to “service animals” as defined by the ADAAA.

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

I. Definitions

A. Assistance Animal

“Assistance Animals” are a category of animals that may work, provide assistance, or perform physical tasks for an individual with a disability and/or 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 UNK’s Service Animal Policy. Some Assistance Animals are professionally trained, but in other cases Assistance Animals provide the necessary support to individuals with disabilities without any formal training or certification. Dogs are commonly used as Assistance Animals, but any animal may serve a person with a disability as an Assistance Animal.¹

The question in determining if an Assistance Animal will be allowed in University housing is whether or not the Assistance Animal is necessary because of the

¹ It is important to note that animals that may be needed because of a disability may be identified by various names. For example, an individual may identify the animal as a companion animal, therapy animal, or emotional support animal.

individual's disability to afford the individual an equal opportunity to use and enjoy University housing and its presence in University housing is reasonable. However, even if the individual with a disability establishes necessity for an Assistance Animal and it is allowed in University housing, an Assistance Animal is not permitted in other areas of the University (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 Assistance Animal into University Housing.

C. Disability Services Office

The Office of Services for Students with Disabilities ("Disability Services Office") collaborates with individuals, faculty, and staff to ensure that individuals with disabilities have equal access to all UNK programs and activities.

II. Procedures For Requesting Assistance Animals in University Housing

The procedure for requesting Assistance Animals follows the general procedures set forth in the Reasonable Accommodation Policy for University Housing ("Reasonable Accommodation Policy") and the requirements set forth below. However, to the extent the requirements and procedures in this Policy conflict with the Reasonable Accommodation Policy, this Policy shall control.

III. Criteria for Determining If Presence of the Assistance Animal is Reasonable

- A. University 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 Assistance Animals is not an undue administrative burden or fundamental alteration of University housing, UNK reserves the right to assign an individual with an Assistance Animal to a single room without a roommate.
- B. However, for all requests for Assistance Animals, Disability Services shall nonetheless consult with Residence Life in making a determination on a case-by-case basis of whether the presence of an Assistance Animal is reasonable. A request for an Assistance Animal 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.

- C. UNK may consider the following 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 Assistance Animals:
1. The size of the animal is too large for available assigned housing space;
 2. The animal's presence would force another individual from individual housing (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;
 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
 7. The animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

UNK will not limit room assignments for individuals with Assistance Animals to any particular building or buildings because the individual needs an Assistance Animal because of a disability.

IV. Access to University Facilities By Assistance Animals

A. Assistance Animals

An Assistance Animal must be contained within the Owner's privately assigned individual living accommodations (e.g., room, suite, apartment) except to the extent the individual is taking the animal out for natural relief. When an Assistance Animal is outside the private individual living accommodations, it must be in an animal carrier or controlled by a leash or harness. Assistance Animals are not allowed in any University facilities other than University residence halls (e.g. dormitories, suites, apartments, etc.) to which the individual is assigned.

B. Dominion and Control

Notwithstanding the restrictions set forth herein, the Assistance Animal 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.

V. Owner's Responsibilities for Assistance Animal

If the University grants an Owner's request to live with an Assistance Animal, the Owner is solely responsible for the custody and care of the Assistance Animal 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. 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 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 UNK.
3. The Owner is required to ensure the animal is well cared for at all times. Any evidence of mistreatment or abuse may result in immediate removal of the Assistance Animal and/or discipline for the responsible individual.
4. UNK will not ask for or require an individual with a disability to pay a fee or surcharge for an approved Assistance Animal.
5. An individual with a disability may be charged for any damage caused by his or her Assistance Animal 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 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 a University-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. The University shall have the right to bill the Owner's account for unmet obligations under this provision.
6. The Owner must fully cooperate with University 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, etc.).

7. Assistance Animals 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 animal must accompany the Owner. The Owner is responsible for ensuring that the Assistance Animal is contained, as appropriate, when the Owner is not present during the day while attending classes or other activities.
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 University housing only as long as it is necessary because of the Owner's disability. The Owner must notify the Disability Services Office in writing if the Assistance Animal is no longer needed or is no longer in residence. To replace an Assistance Animal, 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. UNK personnel shall **not** be required to provide care or food for any Assistance Animal 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 individual must provide written consent for Disability Services to disclose information regarding the request for and presence of the Assistance Animal to those individuals who may be impacted by the presence of the animal including, but not limited to, Residence Life 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.

VI. Removal of Assistance Animal

The University may require the individual to remove the animal from University 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 University 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 University community.

The University 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 Disability Services Coordinator and may be appealed to the University of Nebraska's ADA/Section 504 Compliance Officer following the procedure set forth in Paragraph 5 of the Reasonable Accommodation Policy. The Owner will be afforded all rights of due process and appeal as outlined in that process.

Should the Assistance Animal be removed from the premises for any reason, the Owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

VII. Non-retaliation Provision

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

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 University's Assistance Animal Policy for University Housing.

I have read and understand the Assistance Animal Policy and Agreement and I agree to abide by the requirements applicable to Assistance Animals. I understand that if I fail to meet the requirements set forth in the Policy, UNK has the right to remove the Assistance 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 Disability Services Office to disclose to others impacted by the presence of my Assistance Animal (e.g., Residence Life 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 Assistance Animal and/or resolving any potential issues associated with the presence of the Assistance Animal.

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

Owner's Signature

Date

Disability Services Representative

Date

Residence Life Representative

Date

EXHIBIT B

EXHIBIT B

On September 3, 2015, the United States filed a consent order resolving allegations that the University of Nebraska at Kearney and the Board of Regents of the University of Nebraska (collectively “Defendants”), violated the federal Fair Housing Act (“FHA”) by discriminating against students with disabilities by failing to provide them reasonable accommodations. The FHA is a federal law that prohibits discrimination in the rental and sale of housing on the basis of race, color, religion, national origin, disability, sex, and familial status.

Specifically, the United States’ lawsuit alleged that the Defendants implemented policies and practices that resulted in students who needed assistance animals due to their disabilities being unable to use and enjoy University housing in violation of the FHA. The Defendants denied that their actions violated the FHA.

The consent order, which resolves the United States’ lawsuit, was entered as an order of the United States Court for the District of Nebraska. The consent order requires that the University of Nebraska at Kearney (“UNK”) undertake several steps to ensure compliance with the Fair Housing Act and to compensate residents who were affected by these policies. The consent order requires the following:

- UNK must comply with the Fair Housing Act in the future.
- UNK must adopt reasonable accommodation and assistance animal policies that govern requests for reasonable accommodations by students who intend to or currently reside in University housing.
- Defendants must pay monetary damages totaling \$140,000 to compensate individuals who were allegedly affected by the Defendants’ policies and actions.
- UNK must keep certain records and regularly report to the United States for a period of two years.

The United States Department of Justice will continue to monitor the Defendants to ensure that they comply with the Fair Housing Act.

If you would like a copy of the consent order or the Reasonable Accommodation or Assistance Animal policies, please ask David Brandt, UNK Disability Services for Students Office, 175 Memorial Student Affairs Building, 2510 11th Avenue Kearney, NE 68849-4200; Phone: (308) 865-8214; Fax: (308) 865-8286; unkdso@unk.edu.

EXHIBIT C

EMPLOYEE ACKNOWLEDGMENT

I certify that I have received and read a copy of the Summary of the Consent Order entered in *United States v. University of Nebraska at Kearney, et al.*, Case No. 4:11cv3209, filed in the United States District Court for the District of Nebraska. I further certify that I understand the terms of that Summary and the Consent Order, and that any questions I had concerning the Consent Order were answered.

I further understand that federal law prohibits refusing to make reasonable accommodations in rules, policies, practices, or services when such accommodation may be necessary to afford a person with a disability equal opportunity to use and enjoy student housing at the University of Nebraska at Kearney.

With this understanding, I agree that, as a condition of my employment or contractual relationship with the University of Nebraska at Kearney with respect to the management and/or maintenance of student housing, or responsibility for implementing reasonable accommodation requests in student housing, I shall not discriminate in any manner on account of disability in violation of federal law or regulation in carrying out my employment or contractual services.

Signature

Name (Please Print)

Home Address

Home Telephone Number

Date

EXHIBIT D

RELEASE AGREEMENT

In consideration of and contingent upon the payment of the sum of _____ and 00/100 (\$_____.00), pursuant to the Consent Order entered in *University of Nebraska at Kearney, et al.*, Case No. 4:11cv3209, filed in the United States District Court for the District of Nebraska, I hereby release and forever discharge the University of Nebraska at Kearney and the Board of Regents of the University of Nebraska, their insurers, attorneys, agents, employees, former employees, heirs, executors, and administrators and any persons acting under their respective direction or control from any and all liability for any claims, legal or equitable, I may have against them arising out of the issues alleged in this action and the terms of any housing contract I entered into with the University of Nebraska at Kearney as of the date of the entry of that Consent Order. I fully acknowledge and agree that this release of the Defendants shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

[NAME]

Dated: _____