

United States v. Notre Dame de Namur University and College of Notre Dame

SETTLEMENT AGREEMENT
between
THE UNITED STATES OF AMERICA
and
NOTRE DAME DE NAMUR UNIVERSITY AND COLLEGE OF NOTRE DAME

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered between the United States of America, through the United States Department of Justice (“United States”), and Defendants Notre Dame de Namur University and College of Notre Dame (“Defendants”), through their authorized representatives. The United States, Notre Dame de Namur University, and College of Notre Dame are referred to herein as the “Parties.”

2. This Agreement resolves a lawsuit filed by the United States on February 22, 2018 entitled *United States v. Notre Dame de Namur University, et al.*, No. 4:18-cv-01157-HSG (N.D. Cal.), to enforce the Fair Housing Act (“FHA”), 42 U.S.C. §§ 3601–3631. The civil action was brought on behalf of Complainant Kristen Bloom pursuant to 42 U.S.C. § 3612(o). The lawsuit alleges that Defendants denied Ms. Bloom the reasonable accommodation of keeping an assistance animal in her home, which was necessary to ameliorate the effects of Ms. Bloom’s disability.

II. RECITALS

3a Notre Dame de Namur University (“NDNU”) is a private, non-profit institution of higher education located at 1500 Ralston Avenue, Belmont, California. It has approximately 1,400 students and 200 employees, and it maintains on-campus housing for more than 300 people, including students and a small number of employees.

4. NDNU was known as College of Notre Dame until 2001. College of Notre Dame is the property owner of record of some parcels of land located at 1500 Ralston Avenue, Belmont, California.

5. In July 2013, Kristen Bloom accepted a position as a Residence Life Coordinator at NDNU. The position required her to reside on campus. Ms. Bloom's compensation package included a salary, a meal plan, and a University-owned dwelling unit.

6. At all relevant times, NDNU is and has been responsible for the operation and management of its on-campus housing, including the dwelling unit in which Ms. Bloom resided at the time. In addition, at all relevant times, NDNU had a "no pet" policy for its on-campus housing. The policy included an exception for "a service animal . . . if it is a reasonable accommodation for emotional disabilities of a resident."

7. The United States alleges that the University-owned dwelling unit in which Ms. Bloom resided was then a "dwelling" within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(b), and that Ms. Bloom was a "renter" within the meaning of the Fair Housing Act, *id.* § 3602(e). NDNU denies that Ms. Bloom was a renter.

8. The United States alleges that Ms. Bloom is a person with a disability as defined by the Fair Housing Act, 42 U.S.C. § 3602(h). She was diagnosed with anorexia nervosa in 2011, and she has received both in-patient and out-patient care for her condition and its side-effects, which continue to impair her today.

9. The United States alleges that Ms. Bloom's medical providers recommended that she obtain an emotional support animal to support the management of her disability and her recovery. Accordingly, starting in or around June 2014, Ms. Bloom made multiple requests to NDNU officials for a reasonable accommodation to the no-pet policy for University housing so

that she could keep an emotional support animal in the dwelling unit. Ms. Bloom provided three notes from her medical providers in support of her reasonable accommodation request, as well as other documentation requested by NDNU officials.

10.e The United States alleges that in July 2014, Ms. Bloom obtained a dog namede "Bailey" as an emotional support animal. Ms. Bloom found that having Bailey significantly enhanced her overall wellbeing, supported her health, and improved her ability to care for herself and to work.

11. The United States alleges that later in July 2014, NDNU informed Ms. Bloom that she could not keep Bailey in her on-campus dwelling unit. On or about July 25, 2014, Ms. Bloom removed the dog from NDNU's campus. Ms. Bloom continued to request a reasonable accommodation after that time, and NDNU continued to deny her requests.

12.e The United States alleges that on August 26, 2014, Ms. Bloom's medical providerse determined that the denial of her reasonable accommodation request had caused her health to deteriorate significantly, and they placed her on disability leave. Ms. Bloom vacated her dwelling unit at NDNU and moved approximately three hours away, where she could again live with Bailey.

13.e The United States alleges that in September, October, and November 2014, three different organizations wrote letters to NDNU requesting a reasonable accommodation for Ms. Bloom. NDNU denied these requests, either expressly or by failing to respond. In addition, on or about October 7, 2014, NDNU's Director of Human Resources wrote Ms. Bloom a letter stating, in part, "I do presently agree that you are a person with a disability but I remain of the decision that having your dog is not reasonable."

14.e The United States alleges that NDNU was given sufficient information to determinee that Ms. Bloom was a person with a disability and that the accommodation she requested was

necessary. The United States further alleges that Ms. Bloom's accommodation request was reasonable. NDNU denies these allegations.

15. The United States alleges that Ms. Bloom remained on disability leave under doctor's orders until January 2015. She never returned to live or work at NDNU. On or about December 20, 2014, Ms. Bloom permanently removed her belongings from her dwelling unit at NDNU. On January 2, 2015, Ms. Bloom resigned from her position at NDNU.

16. On or about January 16, 2015, Ms. Bloom filed a housing discrimination complaint with the U.S. Department of Housing and Urban Development ("HUD"), alleging that NDNU had discriminated against her on the basis of disability by refusing to grant her request for a reasonable accommodation to the no-pet policy for University housing for her assistance animal.

17. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. On September 28, 2017, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(A), charging the Defendants with engaging in discriminatory housing practices on the basis of disability.

18. On October 10, 2017, Ms. Bloom elected to have the claims asserted in the HUD Charge resolved in a civil action pursuant to 42 U.S.C. § 3612(a). On October 11, 2017, an Administrative Law Judge issued a Notice of Election to Proceed in United States Federal District Court and terminated the administrative proceeding on Ms. Bloom's HUD complaint.

19. Following this Notice of Election, the Secretary of HUD authorized the Attorney General to commence a civil action pursuant to 42 U.S.C. § 3612(o). On November 7, 2017, the Parties entered into an agreement that tolled the expiration of any statute of limitations until December 11, 2017.

20. The United States' lawsuit alleges that by the actions and statements described above, the Defendant has:

- a. Discriminated in the rental, or otherwise made unavailable or denied, a dwelling to a renter on the basis of disability, in violation of 42 U.S.C. § 3604(f)(1);
- b. Discriminated in the terms, conditions or privileges of the rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2); and
- c. Refused to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B).

NDNU fully denies each and all of these allegations.

21. The United States alleges that, as a result of the Defendants' conduct, Ms. Bloom has been injured and is an "aggrieved person" as defined by 42 U.S.C. § 3602(i).

III. STATEMENT OF CONSIDERATION

22. The Parties agree that the United States' allegations against the Defendants and Defendants' denials should be resolved without further proceedings or a trial. Accordingly, in consideration of, and consistent with, the terms and conditions of this Agreement described below, the Parties agree to move jointly for dismissal of the United States' action after the monetary payment required under Section IV.A. has been made. The parties agree and acknowledge that this consideration is adequate and sufficient. This Agreement constitutes full resolution of the claims by the United States against the Defendants in this case.

23. In consideration of the mutual promises and obligations set forth below, the Parties agree and covenant to the following material terms and conditions.

IV. TERMS AND CONDITIONS

A. Relief for Complainant Kristen Bloom

24. No later than thirty (30) days after the effective date of this Agreement, the Defendants shall pay a total sum of \$25,000 in settlement of the case to Kristen Bloom by delivering one check payable to Ms. Bloom to counsel for the United States pursuant to written instructions to be provided by counsel for the United States.

25. As a prerequisite to receiving such payment, Ms. Bloom shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, including attorneys' fees and court costs, that she may have against the Defendants and their officers, agents, and employees relating to the claims asserted in this lawsuit. Such release shall take the form of Attachment C. Counsel for the United States shall deliver the original release form to counsel for Defendants upon receipt of the check described in paragraph 24.

B. Prohibition Against Discrimination and Retaliation Under the FHA

26. The Defendants, and their officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with the Defendants, agree to comply with the Fair Housing Act, including the provisions outlawing discrimination on the basis of disability at 42 U.S.C. § 3604(f).

27. The Defendants will not retaliate against, or coerce in any way, any person who exercises his or her rights under this Agreement.

C. Policy on Assistance Animals in University Housing

28. For purposes of this Agreement, 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. A "service animal" as defined by the Americans with Disabilities Act, *see* 28 C.F.R. § 35.104, is included within the definition of assistance animal.

29. Within sixty (60) days of the effective date of this Agreement, the Defendants shall implement a reasonable accommodation policy for assistance animals in university housing ("Policy on Reasonable Accommodations and Assistance Animals in University Housing" or "Policy"). This policy is appended as Attachment A to this Agreement.

30. Within fifteen (15) days of the adoption of the Policy on Assistance Animals in University Housing, the Defendants shall prominently post or display the policy at: all University-owned residential buildings, including but not limited to traditional residence halls, suites, and apartments; the Department of Housing and Residence Life office; the Counseling, Health and Disability Services office; and any other department or office where students, employees, or other individuals with disabilities may seek information, assistance, or accommodations related to university housing. The Defendants shall make available hard copies of the Policy at the locations subject to this paragraph. The Defendants shall also add the Policy to the staff and student handbooks.

31. Within thirty (30) days of the adoption of the Policy, the Defendants shall post the policy, or a link to it, on any webpage maintained by the Defendants that relates to resources, policies, or reasonable accommodations for individuals with disabilities in university housing, including but not limited to the official websites for Housing and Residential Life and the Program for Academic Support and Services (PASS).

32. Within fifteen (15) days of the adoption of the Policy, the Defendants shall submit for the approval of the United States proposed amendments to any webpage or document

addressing the rights, procedures, and services for individuals with disabilities in university housing.

33. No later than fifteen (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, decision-making, or appeal of reasonable accommodation requests for university housing of such persons' obligations under the Policy. Each employee or agent covered by this paragraph shall sign a statement in the form of Attachment B acknowledging that he or she has received, read, and understood the Policy.

34. During the effective period of this Agreement, every new employee or agent involved in the review, consideration, decision-making, or appeal of reasonable accommodation requests for university housing shall: (a) be apprised of the provisions of the Policy when their term, employment, or agency commences; (b) be provided copies of the Policy; and (c) execute the statement contained in Attachment B, no later than fifteen (15) days following their first day of employment or service.

D. Mandatory Training

35. Within one-hundred eighty (180) days of the effective date of this Agreement, any agents or employees of the Defendants involved in the review, consideration, decision-making, 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 program shall be conducted by a qualified third party or HUD, approved in advance by the United States, and



unconnected to the Defendants or their employees, agents, or counsel. The training may be video-recorded to be used for new employee training as required by paragraph 37.

36. 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.

37. During the effective period of this Agreement, within thirty (30) days of commencing an agency or employment relationship, all new agents or employees of the Defendants involved in the review, consideration, decision-making, 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 paragraph 36. Training may be accomplished by viewing the video recording of the previously-approved training referenced in paragraph 35 or through in-person training by a qualified third party or HUD, approved in advance by the United States.

E. Reporting and Record-Keeping

38. Within ninety (90) days of the effective date of this Agreement, the Defendants shall serve a report on the United States evidencing their compliance with this Agreement. The compliance report shall include documentation verifying the following:

- A. The adoption of the Policy on Reasonable Accommodations and Assistance Animals in University Housing (Attachment A);
- B. That the Policy on Reasonable Accommodations and Assistance Animals in University Housing has been posted in the offices and buildings

- identified in paragraph 30 (photographic evidence requested), and added to the handbooks identified in paragraph 30;
- C. The posting of the Policy on Reasonable Accommodations and Assistance Animals in University Housing on the Defendants' websites, as required in paragraph 31;
 - D. The changes to the webpages and documents required in paragraphs 30–32;
 - E. The executed copies of Attachment B required by paragraphs 33–34;
 - F. The education and training certificates required by paragraph 36;
 - G. Any change, other than 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. Since the effective date of this Agreement, any denial by the Defendants or their employees or agents of a request by an applicant for, 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, if denied, the reason(s) for the denial;
 - I. Since the effective date of this Agreement, any decision by the Defendants or their employees or agents to change the terms of any accommodation or to rescind a housing-related reasonable accommodation that had previously been granted to an applicant for, 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. Since the effective date of this Agreement, 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 any written complaint or a summary of any 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.

39. The Defendants shall submit annually on the anniversary date of this Agreement a written report that includes the following information:

- A. The information contained in paragraph 38, if not previously reported; and
- B. For every reasonable accommodation request made related to 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.

40. The final report required under paragraph 39 shall be submitted sixty (60) days prior to the expiration date of this Agreement.

41. All documents or other communications required by this Agreement to be sent to the United States shall be sent to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: *U.S. v. Notre Dame de Namur University, et al.*, DJ # 175-11-363, via overnight delivery, at the following address: 1800 G Street NW, Suite 7002, Washington, DC 20006. Notice via facsimile is to be sent to (202) 514-1116. Notice via email is to be sent to undersigned counsel of record for the United States, unless otherwise directed. Any submission must reference the case name "*U.S. v. Notre Dame de Namur University, et al.*" and DJ # 175-11-363.

42. For the duration of this Agreement, the Defendants shall retain all records, including electronic records, relating to any provisions of this Agreement. Counsel for the United States shall have the opportunity to inspect and copy such records after giving reasonable notice to counsel for Defendants.

V. IMPLEMENTATION, ENFORCEMENT, AND DISMISSAL OF UNDERLYING ACTION

43. The United States may review compliance with this Agreement at any time. The Defendants agree to cooperate with the United States in any review of compliance with this Agreement.

44. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating court action. If the United States believes that the Defendants have failed to perform in a timely manner any act required by this Agreement, or have otherwise not acted in conformance with any provision thereof, whether intentionally or not, the United States will notify the Defendants in writing of these concerns. The Defendants will have fifteen (15) days from the date of notification to cure the breach.

45. If the parties are unable to reach a resolution within fifteen (15) days, the United States may seek appropriate relief from the Court prior to the dismissal of its complaint; or, if the action has been dismissed, move the Court to restore the action to the Court's active docket for purposes of any claim of breach. The Defendants agree not to contest the United States' motion to restore the present action to the Court's active docket. Alternatively, the United States may file a separate action for breach of this Agreement, or any provision thereof, in the United States District Court for the Northern District of California. In any action restored or filed under this paragraph, the Defendants agree not to contest the exercise of personal jurisdiction over the Defendants by this Court and not to raise any challenge on the basis of venue. In addition, the Defendants agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

46. In any action or proceeding brought by the United States to enforce this Agreement, the United States may seek, and the Court may grant as relief, the following: (a) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; (b) an award of reasonable attorneys' fees and costs incurred in bringing an action or proceeding to remedy breach of this Agreement; and (c) any additional relief that may be authorized by law or equity. In any such action or proceeding, the Defendants agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

47. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

VI. TERMINATION OF LITIGATION HOLD

48. The Parties agree that, as of the date of the dismissal of the underlying civil action, litigation is not "reasonably foreseeable" concerning the matters described above or in the United States' complaint. To the extent that any of the parties previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, that Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

VII. DURATION, EXECUTION, AND OTHER TERMS

49. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

50. The duration of this Agreement shall be for a period of three (3) years from the effective date.

51. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation, negotiation, and performance of this Agreement.

52. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

53. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted consistent with the duty of good faith and fair dealing.

54. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

55. This Agreement is binding on the Parties and their transferees, heirs, and assigns.

56. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

57. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the performance of one party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another party.

58. This Agreement is a public document. The Parties agree and consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

59. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

60. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party

in a court other than the United States District Court for the Northern District of California, the parties agree that they will seek removal and/or transfer to the Northern District of California.

61. This Agreement may be modified only with the written consent of the parties. Any modification must be in writing and signed by the parties through their authorized representatives.



FOR THE UNITED STATES OF AMERICA:

Dated: April 19, 2018

JOHN M. GORE
Acting Assistant Attorney General
Civil Rights Division

ALEX G. TSE
Acting United States Attorney
Northern District of California

SAMEENA SHINA MAJEED
Chief, Housing and Civil Enforcement Section

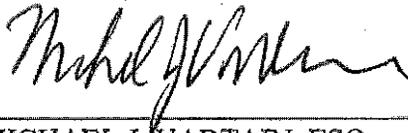


ANDREA K. STEINACKER
Special Litigation Counsel
ELIZA H. SIMON
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
950 Pennsylvania Ave. NW – NWB
Washington, DC 20530
Telephone: (202) 305-6785
Facsimile: (202) 514-1116
Email: Eliza.Simon@usdoj.gov

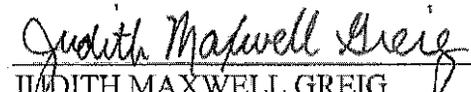


**FOR THE DEFENDANTS, NOTRE DAME DE NAMUR UNIVERSITY AND COLLEGE
OF NOTRE DAME**

Dated: April 18, 2018



MICHAEL J. VARTAIN, ESQ.
Vartain Law Group, P.C.
601 Montgomery Street, Suite 780
San Francisco, CA 94111
Telephone: (415) 391-1155
Facsimile: (415) 391-1177
Email: mike@vartainlaw.com



JUDITH MAXWELL GREIG
President
Notre Dame de Namur University
1500 Ralston Avenue
Belmont, CA 94002-1997
Telephone: (650) 508-3503
Facsimile: (650) 508-3477
Email: jgreig@ndnu.edu

ATTACHMENT A

POLICY ON REASONABLE ACCOMMODATIONS AND ASSISTANCE ANIMALS IN UNIVERSITY HOUSING

Notre Dame de Namur University is committed to granting a reasonable accommodation(s) 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, to the extent 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 Notre Dame de Namur University's general policy to provide a reasonable accommodation(s) 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 such that the requested accommodation will enhance the individual's quality of life by ameliorating the effects of his or her disability.

Notre Dame de Namur University receives reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available at the Counseling and Health, Disability Services office, the Department of Housing and Residence Life, and the Department of Human Resources (for employees) and may be returned to either office when complete. If you require assistance in completing the form, please contact the Disabilities Services Specialist at 650-508-3670 or disability@ndnu.edu. If you wish to make the request orally, please contact the Disabilities Services Specialist at 650-508-3670 or disability@ndnu.edu. Notre Dame de Namur 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 Notre Dame de Namur 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 Notre Dame de Namur University housing. If we grant the request, you will receive a letter so indicating.

Notre Dame de Namur University may deny the requested accommodation if providing it would impose an undue financial and administrative burden on the University or fundamentally alter the nature of the 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 the 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.

The University will not require you to accept an alternative accommodation if you do not 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 Notre Dame de Namur 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, he or she may file a complaint with the following:

U.S. Department of Housing and Urban Development Office of Fair Housing and Equal Opportunity 600 Harrison Street, 3rd Floor San Francisco, CA 94107-1387 (415) 489-6524 (800) 347-3739 TTY (415) 436-6594 https://www.hud.gov/	California Department of Fair Employment and Housing 2218 Kausen Drive, Suite 100 Elk Grove, CA 95758 (800) 884-1684 TTY (800) 700-2320 contact.center@dfeh.ca.gov https://www.dfeh.ca.gov/
---	--

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. Notre Dame de Namur University recognizes the importance of allowing assistance animals that are 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, unless that animal qualifies as a service animal as defined by the Americans with Disabilities Act (*see* 28 C.F.R. § 35.104).

Requesting an Assistance Animal

Although it is the policy of Notre Dame de Namur University that individuals are generally prohibited from having animals other than fish in any type of University housing, the University 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 the general procedures for requesting an accommodation, which can be found on the University's disability services and housing resources webpages <http://ndnu.smartcatalogiq.com/en/2016-2017/Student-Handbook/University-Standards-Policies-and-Procedures>. The University 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.

Notre Dame de Namur 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 the University 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, Housing and Residential 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. Notre Dame de Namur 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 of assistance animals who are granted the accommodation of an assistance animal in their residence 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 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 that do not qualify as service animals under the ADA are

not allowed in any University facilities other than the portion of University housing to which the resident is assigned as occupant.

- **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 any applicable handbooks. 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 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 the University 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 the University 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 the Disabilities Specialist and the Department of Housing and Residential Life or the Department of Human Resources for employees in writing if the assistance animal is no longer needed or 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.

The University 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 the Department of Housing and Residential Life, 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 <http://ndnu.smartcatalogiq.com/en/2016-2017/Student-Handbook/University-Standards-Policies-and-Procedures/Student-Grievance-Process>. 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 Animals 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, Notre Dame de Namur University has the right to remove the assistance animal and I will be required to fulfill my housing, academic, and all other obligations for the remainder of the housing contract, nonetheless.



I furthermore give permission to the University to disclose to others impacted by the presence of my assistance animal (e.g., Housing and Residence Life staff, potential and/or actual roommate(s)/neighbor(s)) that I will be living with an animal. 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 Notre Dame de Namur 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

University Representative

Date



APPLICATION FOR REASONABLE ACCOMMODATION



PLEASE COMPLETE THIS FORM TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT THE DISABILITIES SERVICE OFFICE AT 650 508 3670 or disabilities@ndnu.edu. NOTRE DAME DE NAMUR UNIVERSITY WILL KEEP A RECORD OF ALL REQUESTS.

NAME OF RESIDENT: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PERSON REQUESTING ACCOMMODATION: _____

RELATIONSHIP TO RESIDENT (IF NOT 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 as defined by the ADA, 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 related to your disability?
Yes _____ No _____

A handwritten signature or initials in the bottom right corner of the page.

(d) If the answer to 3(c) is YES:

- i. 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
- ii. Explain below how the animal has been trained to do work or perform tasks related to your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that are related to 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 related to 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:

- i. You have a disability (*i.e.*, you have a physical or mental impairment that substantially limits one or more major life activities); and
- ii. 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) Notre Dame de Namur 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 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. Notre Dame de Namur 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.

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.

6. If you are requesting a different accommodation, please describe it here.

Signature



**NOTRE DAME DE NAMUR UNIVERSITY GUIDELINES REGARDING ASSISTANCE
ANIMALS**

- A. Notre Dame de Namur 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. Notre Dame de Namur University will review and respond promptly to all reasonable accommodation requests.
- C. All information received by Notre Dame de Namur 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 Notre Dame de Namur University is required to produce the information in response to a subpoena or court order.
- D. If a resident of Notre Dame de Namur University housing has a disability and a disability-related need for a reasonable accommodation under federal, state, or local law, Notre Dame de Namur University will grant such accommodation, including a request to keep a service or assistance animal. Notre Dame de Namur University will not retaliate against any person because that individual has requested or received a reasonable accommodation. Notre Dame de Namur 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 Notre Dame de Namur University's policy to not allow any pets, aside from fish, in University housing, service or assistance animals are not pets. A resident must request a reasonable accommodation to Notre Dame de Namur University's pet policy in order to keep an assistance animal in University housing.

Rules applicable to pets do not apply to service or assistance animals. When assistance animals are in Notre Dame de Namur University housing, common, or public areas, however, 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 housing 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. Notre Dame de Namur 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 NO.: _____

I, _____ (name of person filling out form), intend to request that Notre Dame de Namur University permit _____ (name of 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: _____
If person filling out form is not resident, state relationship to resident: _____

TO BE COMPLETED BY HEALTH OR SOCIAL SERVICE PROFESSIONAL

NAME: _____ TELEPHONE NUMBER: _____

ADDRESS: _____

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 _____

SIGNATURE: _____

TITLE: _____

DATE: _____

ATTACHMENT B

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

I certify that I have received a copy of the Policy on Reasonable Accommodations and Assistance Animals in University Housing ("Policy"). I further certify that I have read and I understand the Policy and that any questions I had concerning the Policy were answered.

I understand that federal law and Notre Dame de Namur University policy prohibit 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 Notre Dame de Namur University policy also prohibit refusing to make reasonable accommodations in rules, policies, practices, or services when the accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy university housing.

(Signature)

(Printed Name)

(Title)

(Date)



ATTACHMENT C

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of \$25,000, pursuant to the Settlement Agreement executed by the United States and Notre Dame de Namur University and College of Notre Dame, I hereby release and forever discharge the Defendants named in this action, and its officers, agents, and representatives, from any and all liability for any claims, legal or equitable, including attorneys' fees and court costs, I may have against them arising out of the issues related to the claims alleged in this action as of the date of the entry of that Settlement Agreement. 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 I understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

(Signature of Complainant)

(Signature of Complainant's Counsel)

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

DATE: _____

DATE: _____