

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

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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,	:	
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Plaintiff,	:	
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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

STEVEN M. DETTELBACH
United States Attorney

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Acting Chief

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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

/s/ James D. Miller

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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)