

**SETTLEMENT AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND
QUINNIPIAC UNIVERSITY
UNDER THE AMERICANS WITH DISABILITIES ACT**

BACKGROUND

1. The parties to this Settlement Agreement are the United States of America (“United States”) and the Quinnipiac University (“Quinnipiac University” or “Quinnipiac”).
2. This matter is based upon a complaint filed with the United States Attorney’s Office, District of Connecticut, that alleged that Quinnipiac University discriminated against an individual with a disability in violation of Title III of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12181, *et seq.* Specifically, the Complainant alleged that Quinnipiac failed to make necessary reasonable modifications to its policies, practices, and procedures when it placed the Complainant on a mandatory medical leave of absence from the Quinnipiac University because of the student’s depression without first considering options for the student’s continued enrollment.
3. Quinnipiac denies the allegations set forth above.
4. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without engaging in protracted litigation.

TITLE III COVERAGE AND FINDINGS

5. The Attorney General is responsible for administering and enforcing Title III of the ADA, 42 U.S.C. §§ 12181–12189, and the regulation implementing Title III, 28 C.F.R. Part 36.
6. The Complainant has been diagnosed with depression. This mental impairment substantially limits the Complainant’s major life activities of learning, concentrating, and thinking. Accordingly, she has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.104.
7. Quinnipiac University is a private, coeducational university located at 275 Mount Carmel Avenue, Hamden, Connecticut 06518.
8. Quinnipiac University owns, leases (or leases to), or operates a place of public accommodation within the meaning of 42 U.S.C. §

12182(a). Quinnipiac is a private entity within the meaning of 42 U.S.C. § 12181(6), and is considered a place of public accommodation because its operations affect commerce and it is a place of education within the meaning of 42 U.S.C. § 12181(7). *See also* 28 C.F.R. § 36.104.

9. Under Title III of the ADA, no person who owns, leases (or leases to), or operates a place of public accommodation may discriminate against an individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation. 42 U.S.C. §12182(a).
10. Under Title III of the ADA, places of public accommodation must make reasonable modifications to its policies, practices and procedures when the modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. §12182(b)(2)(A).
11. After investigating the allegations contained in the complaint, the United States has determined that Quinnipiac University discriminated against the Complainant by placing her on mandatory medical leave because of her depression, thereby denying her the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of Quinnipiac University, on the basis of disability, in violation of 42 U.S.C. § 12182 and 28 C.F.R. §36.201. Specifically, Quinnipiac University failed to consider modifying its mandatory medical leave policy to permit the Complainant to complete her course work while living off campus by attending classes either online or in person.

ACTIONS TO BE TAKEN BY QUINNIPIAC UNIVERSITY

12. Quinnipiac University shall not deny persons with disabilities, including persons with mental health disabilities, including depression, the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations, on the basis of their disability, in violation of 42 U.S.C. §12182, and the relevant implementing regulation, 28 C.F.R. Part 36.
13. Within thirty (30) calendar days of the effective date of this Agreement, Quinnipiac University shall draft a non-discrimination policy (“Policy”) that states that: (1) Quinnipiac University does not discriminate against applicants or students on the basis of disability, including persons with mental health disabilities; (2) applicants and students with disabilities

have an equal opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, and accommodations provided by the University; (3) Quinnipiac University shall make reasonable modifications to its policies, practices and procedures when the modifications are necessary to afford goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless making the modifications would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations; and (4) Quinnipiac will conduct an individualized assessment and case-by-case determination as to whether and what modification(s) can be made to allow students with mental health disabilities to participate in the educational programs at Quinnipiac, and to continue to attend their classes while seeking treatment for mental health conditions. Once drafted, Quinnipiac University shall provide a copy of the Policy to counsel for the United States for review and approval. Within thirty (30) calendar days of the United States' approval, such Policy, with any edits provided by the United States, will be implemented and prominently posted on the Quinnipiac University's official website (where it will remain for the term of this Agreement), and will be distributed to all persons who are affiliated with the University.

14. Within one hundred and twenty (120) days of the effective date of this Agreement, and annually thereafter, Quinnipiac University shall provide training on Title III of the ADA, with a focus on mental health-related disability discrimination, to staff affiliated with the University (whether employees, independent contractors, volunteers, or otherwise) .
15. The content of the training required in the immediately preceding paragraph, together with the text of all training manuals or written materials used in the training required in the immediately preceding paragraph, shall be consistent with the provisions of this Agreement and approved in advance by counsel for the United States.
16. Quinnipiac University will notify the United States when it has completed the actions described in paragraphs 13-14.
17. Quinnipiac University agrees to pay seventeen thousand dollars (\$17,000) to the Complainant to compensate her for the harm she has endured (including but not limited to, emotional distress, pain and suffering, and other consequential injury) as a result of Quinnipiac University's actions. Within thirty (30) days of the effective date of this Agreement, Quinnipiac University will send by certified mail or Federal Express, return receipt requested, a check in the amount of seventeen thousand dollars (\$17,000) made out to the Complainant. The check shall be

mailed to: Office of the United States Attorney, 157 Church Street, 24th Floor, New Haven, CT 06510, Attn: Ndidi Moses.

18. Within thirty (30) days of the effective date of this Agreement, Quinnipiac University agrees to pay \$15,126.42 to Navient on behalf of the Complainant to compensate her for the student loan she obtained to pay tuition to Quinnipiac University. Quinnipiac University will notify the United States in writing when payment has been made in the total amount of \$15,126.42. The written notification must include a written statement from Navient indicating that the loan the Complainant received to attend Quinnipiac University has been paid in full.
19. Within thirty (30) days of the payments set forth in paragraphs 17 and 18 of this Agreement, the United States will deliver a release signed by the Complainant.

OTHER PROVISIONS

20. In consideration for this Agreement, the United States will not institute any civil action alleging discrimination under the ADA based on the allegations raised in this matter, except as provided in the immediately following paragraph.
21. The United States may review Quinnipiac University's compliance with this Agreement or Title III of the ADA at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with Quinnipiac University and the parties will attempt to resolve the concerns in good faith. The United States will give Quinnipiac University thirty days from the date it notifies Quinnipiac University of any breach of this Agreement to cure that breach before instituting an enforcement action. If the United States is unable to reach a satisfactory resolution of the issue or issues raised within thirty days of the date it provides notice to Quinnipiac University, it may institute a civil action in the appropriate United States District Court to enforce this Agreement or Title III of the ADA.
22. Failure by the United States to enforce this entire Agreement or any of its provisions shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.
23. A signatory to this document in a representative capacity for Quinnipiac University represents that he or she is authorized to bind Quinnipiac University to this Agreement.

24. This Agreement constitutes the entire agreement between the United States of America and Quinnipiac University on the matters raised herein and no other statement, promise or agreement, either written or oral, made by any party or agents of any party, that is not contained in this written agreement, including any attachments, shall be enforceable.

25. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement. Nothing in this Agreement changes Quinnipiac University's obligation to otherwise comply with the requirements of the ADA.

EFFECTIVE DATE/TERMINATION DATE

26. The effective date of this Agreement is the date of the last signature below.

27. The duration of this Agreement will be three (3) years from the effective date.

AGREED AND CONSENTED TO:

DIERDRE M. DALY
United States Attorney

/s/ Lisa E. Perkins

LISA E. PERKINS
Assistant U.S. Attorney
450 Main Street, Room 328
Hartford, CT 06103
Telephone: 860-947-1101
Email: lisa.perkins@usdoj.gov

Dated: 12/19/14

QUINNIPIAC UNIVERSITY

/s/ Mark A. Thompson

MARK THOMPSON
Executive Vice President & Provost

Quinnipiac University
275 Mount Carmel Avenue
Hamden, CT 06518

Dated: 12/29/14

[Cases & Matters by ADA Title Coverage](#) | [Legal Documents by Type & Date](#) | [ADA Home Page](#)

January 12, 2015