

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

The U.S. Department of Housing and Urban Development
(Complainant)

and

Wilhoit Properties, Inc.
(Respondent)

and

Vintage Housing, Inc.
(Respondent)

Approved by the FHEO Director of Systemic Investigations on behalf of the United States
Department of Housing and Urban Development

FHEO CASE NUMBER: 06-21-9706-8

I. BACKGROUND

On October 10, 2020, the United States Department of Housing and Urban Development's ("HUD" or the "Department") Assistant Secretary for Fair Housing and Equal Opportunity ("Assistant Secretary") filed a timely complaint with HUD alleging that Respondents discriminated because of religion by having a policy which prohibits religious materials from being displayed in any of the common areas of their properties in violation of the Fair Housing Act ("Act"). The complaint also alleges Respondents' staff removed religious materials from the common areas of the two subject properties. Specifically, at Cardinal Heights, staff removed Bibles and Christian literature. At Carriage Crossing Apartments, staff removed religious reading materials and hymnals, and told residents to remove crocheted angel ornaments from the complex's yearly Christmas tree.

Respondents deny discriminating but agree to settle the claims in the underlying actions by entering into this Conciliation Agreement ("Agreement").

II. PARTIES AND SUBJECT PROPERTY

Complainant

Anna María Farías
Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
451 7th Street S.W., Room 5100
Washington, D.C. 20410

Respondents

Wilhoit Properties, Inc.
1329 East Lark Street
P.O. Box 3737 GS
Springfield, MO 65808

Vintage Housing, Inc. (LIFE Senior Services)
5950 East 31st Street
Tulsa, OK 74135

Respondent Vintage, Inc. receives Federal Funding.

Subject Properties

Carriage Crossing Apartments
28530 E. 141st Street
Coweta, OK 74429

Cardinal Heights Apartments
224 S. 19th Street
Collinsville, OK 74021

III. TERMS OF AGREEMENT

1. This Conciliation Agreement (hereinafter “Agreement”) shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

IV. EFFECTIVE DATE

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban

Development, through the Director of the Office Systemic Investigations (OSI), or his designee.

2. This Agreement shall become effective on the date on which it is approved by the OSI Director, Fair Housing and Equal Opportunity (FHEO), of the United States Department of Housing and Urban Development (HUD).

V. GENERAL PROVISIONS

3. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set for herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
4. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledges that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
5. This Agreement, after being approved by the Director of the Office of Systemic Investigations of FHEO, or his designee, is binding upon Respondents, their agents, employees, heirs, successors, and assigns and all others in active concert with them in the ownership or operation of the subject property.
6. It is understood that pursuant to § 810(b)(4) of the Act, upon approval of this Agreement by the Director of the Office of Systemic Investigations of FHEO, it is a public document.
7. This Agreement, does not, in any way, limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
8. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) HUD and Respondents' signatories or their successors to this Agreement agree in writing to the amendment, modification or waiver and (b) the amendment, modification, or waiver is in writing.
9. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of this Agreement to constitute one document.
10. Respondents' responsibilities and liability under this Agreement are joint and several.

VI. RELIEF IN THE PUBLIC INTEREST
A. Wilhoit Properties, Inc. (“Wilhoit”)

11. Wilhoit agrees to take the following actions, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

- a. Within thirty (30) days of the effective date of this Agreement Wilhoit will provide to HUD a revised policy regarding the display of religious materials and materials with religious themes (“revised religious materials policy”) for use in all of the properties it manages, as well as a proposed notification letter to all residents. HUD shall review the policy and notification letter and inform Wilhoit whether it approves the policy. If the policy is approved, Wilhoit will comply with the additional Agreement requirements outlined below. If the Department does not approve the revised policy, it shall provide comments to Wilhoit and Wilhoit will have fifteen (15) days to submit a second revised policy which meets the Department’s requirements.
- b. Within ten (10) days of the Department’s approval of the revised religious materials policy, Wilhoit shall post the revised religious materials policy, a HUD approved Fair Housing poster that includes contact information for HUD’s Fair Housing Equal Opportunity office, and a notice to residents stating that they may return any materials in their possession that were previously removed from common spaces and are otherwise permitted to contribute religious materials to the library, where, typically, announcements to residents are posted at all properties it manages as listed in Appendix A.
- c. Within ten (10) days of the Department’s approval of the revised religious materials policy, Wilhoit shall post the revised religious materials policy on its website along with a link to HUD’s Fair Housing Equal Opportunity (FHEO) webpage and a notice to residents stating that they may return any materials in their possession that were previously removed from common spaces and are otherwise permitted to contribute religious materials to the library.
- d. Within ten (10) days of the Department’s approval of the revised religious materials policy, Wilhoit shall i) mail via USPS the revised religious materials policy, and a HUD-approved letter that alerts residents about the revised religious material policy and includes contact information for HUD’s Fair Housing Equal Opportunity office, and a notice to residents stating that they may return any materials in their possession that were previously removed from common spaces and are otherwise permitted to contribute to religious materials to the library, to all residents of Wilhoit managed properties; and ii) send the same via email to all residents for whom Wilhoit has an email address.

- e. Within ninety (90) days of the Effective Date of this Agreement, all Wilhoit employees and staff members shall attend Fair Housing Training.
 - i. The training shall be online and at least two (2) hours in length and have a specific section on religious discrimination under the Fair Housing Act as well as the revised religious materials policy.
 - ii. The training(s) shall be conducted by a qualified third party or parties, approved by the Department. No fewer than thirty (30) days before the date of each Fair Housing Training session, Wilhoit shall submit for approval to the Department the name of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organization(s) and copies of all materials to be used in the training.
 - iii. Any expenses associated with the training(s) shall be borne by Wilhoit.
 - iv. Each trainee shall execute a certification confirming: i) his or her attendance; ii) the date of the training, and iii) that he or she understands the revised religious materials policy and will abide by it.
 - v. Within thirty (30) days after each training occurs, Wilhoit shall provide to the Department written confirmation that the training has been completed, including a certificate or a letter from the entity conducting the training, together with a list of participants, the date of the training, and copies of each trainee's certification.

B. Vintage Housing, Inc. ("Vintage")

12. Vintage agrees to take the following actions, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:
- a. Within thirty (30) days of the effective date of this Agreement, Vintage will formulate a policy or revise its existing policy regarding the display of religious materials and materials with religious themes ("religious materials policy") in all of the properties it owns and submit a written copy of the policy to the Department for review. If the policy is approved, Vintage will comply with the additional Agreement requirements outlined below. If the Department does not approve the revised policy, it shall provide comments to Vintage and Vintage will have fifteen (15) days to submit a second revised policy which meets the Department's requirements.
 - b. Within ten (10) days of the Department's approval of the religious materials policy, Vintage shall post the religious materials policy and a HUD approved Fair Housing poster that includes contact information for HUD's Fair Housing Equal Opportunity office where, typically, announcements to residents are posted at all of the properties it owns as listed in Appendix B.

- c. Within ten (10) days of the Department's approval of the religious materials policy, Vintage shall post the religious materials policy on its website along with a link to HUD's Fair Housing Equal Opportunity (FHEO) webpage.
- d. Within ten (10) days of the Department's approval of the religious materials policy, Vintage shall mail via USPS the religious materials policy and a HUD-approved fair housing notification letter that alerts residents about the revised religious material policy and includes contact information for HUD's Fair Housing Equal Opportunity office to all residents of Vintage owned properties and send the same via email to all residents for whom Vintage has an email address.
- e. Within ninety (90) days of the Effective Date of this Agreement all Vintage employees and staff members shall attend Fair Housing Training.
 - i. The training shall be online and at least two (2) hours in length and have a specific section on religious discrimination under the Fair Housing Act as well as the religious materials policy.
 - ii. The training(s) shall be conducted by a qualified third party or parties, subject to the approval of the Department. No fewer than thirty (30) days before the date of each training under this paragraph, Vintage shall submit for approval to the Department the name of the person(s) or organization(s) proposed to provide the training, together with copies of the professional qualifications of such person(s) or organization(s) and copies of all materials to be used in the training.
 - iii. Any expenses associated with the training(s) shall be borne by Vintage.
 - iv. Each trainee shall execute a certification confirming: i) his or her attendance; ii) the date of the training and iii) that he or she understands the religious materials policy and will abide by it.
 - v. Within thirty (30) days after the training occurs, Vintage shall provide to the Department written confirmation that the training has been completed, including a Certificate or a letter from the entity conducting the training, together with a list of participants, the date of the training, and copies of each trainee's certification.

VIII. MONITORING

- A. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondents' property identified in Appendix A, examine witnesses, and copy pertinent records.

- B. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.
- C. Any time limits for performance imposed by this Agreement may be modified by the mutual written of HUD and the relevant Respondents.

IX. REPORTING AND RECORDKEEPING

- A. Within ninety (90) days of the effective date of this Agreement, Respondents shall e-mail to the Department photocopies of the revised religious material policies identified in paragraph 11(a) and 12(a), together with a list of all residents to whom the policies were mailed.
- B. Within ninety (90) days of the effective date of this Agreement, Respondents shall e-mail photocopies of relevant materials used in the training identified in paragraph 11(e) and 12(e), to the Department.
- C. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Hugh James McGlincy
Investigator
Office of Systemic Investigations
Hugh.J.McGlincy@hud.gov

X. CONSEQUENCES OF BREACH

- A. Whenever the Department has reasonable cause to believe that Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to § 810(c) and § 814(b)(2) of the Act.

XI. SIGNATURES

Anna María Farías, Assistant Secretary of Fair Housing
and Equal Opportunity
On Behalf of HUD, Complainant

Date

Robert Davidson, Chief Financial Officer
On Behalf of Wilhoit Properties, Inc., Respondent

Date

Eileen Bradshaw, CEO
On Behalf of Vintage Housing, Inc., Respondent

Date

Robert A. Doles, Director, Office of Systemic Investigations

Date