

CONCILIATION AGREEMENT

CP# 11-14-66608

PARTIES TO THE AGREEMENT:

UNIVERSITY OF IOWA
RESPONDENT
120 Jessup Hall
5W Jefferson Street
Iowa City, Iowa 52242

UNIVERSITY OF IOWA DEPARTMENT OF PUBLIC SAFETY
RESPONDENT
808 University Capitol Centre
Iowa City, Iowa 52242

LOGAN M. ALLEE
COMPLAINANT
1345 W Lunt Ave Apt 404
Chicago, Illinois 60626

AND

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Complainant filed a complaint with the Iowa Civil Rights Commission (Commission) against Respondents alleging discrimination in the areas of public accommodation and education on the basis of sex in violation of the "Iowa Civil Rights Act of 1965 (ICRA)," Iowa Code Chapter 216. Specifically, Complainant alleged he was denied service on Respondents' Nite Ride transportation service due to his sex. After an investigation, a Commission investigator recommended and an Iowa Department of Inspections and Appeals Administrative Law Judge determined that probable cause exists to believe Respondents committed a discriminatory practice in violation of Iowa Code §§ 216.7 and 216.9. In accord with the provisions of the ICRA and Commission administrative rules, the complaint proceeded to conciliation and the parties reached agreement on terms of settlement.

The parties hereby agree and do settle the above-captioned matter in the following extent and manner:

General Terms

1. Respondents agree there shall be no retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; because of giving testimony and/or assistance or participating in any manner in any investigation, proceeding, or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden by Iowa Code Chapter 216. Iowa Code § 216.11(2).
2. Respondents agree there shall be no refusal or denial of accommodations, advantages, facilities, service, or privileges to any person because of race, creed, color, sex, sexual orientation, gender identity, religion, national origin, pregnancy, or disability. Iowa Code § 216.7(1)(a). Respondents further agree there shall be no direct or indirect advertising or otherwise indicating or publicizing that the patronage of persons of any particular race, creed, color, sex, sexual orientation, gender identity, religion, national origin, or disability is unwelcome, objectionable, not acceptable, or not solicited. Iowa Code § 216.7(1)(b).
3. Respondents agree there shall be no discrimination by an educational institution in the provision of programs or activities on the basis of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Iowa Code § 216.9.
4. The parties acknowledge this agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this agreement.
5. The parties enter into this agreement in a good faith effort to amicably resolve existing disputes. The execution of this agreement is not an admission of any wrongdoing or violation of law, nor is the execution of this agreement an admission that any claims asserted are not fully meritorious.
6. The parties agree the execution of this agreement may be accomplished by separate counterpart executions of this agreement. The parties agree the original executed signature pages will be attached to the body of this agreement to constitute one document.
7. Respondents agree the Commission may review compliance with this agreement. As part of such review, Respondents agree the Commission may examine witnesses, collect documents, and require written reports.

Disclosure

8. The parties agree the terms of this agreement shall be subject to public disclosure.

Monetary Relief

9. Respondents agree to pay Complainant the sum of \$5,000, less no deductions, which represents compensation for an estimated 424 instances of denied Nite Ride service, each

of which resulted in a 30-minute walk home. In approximately 45 of these instances, due to the lateness of the hour, Complainant was subjected to harassment by departing bar patrons.

Respondents agree to send the check to Complainant at the address listed on page one of this agreement no later than ten days from the date on the Commission's closure letter. Respondents agree to send a copy of the check to the Commission no later than ten days after sending the check to Complainant.

Change in Program

10. Respondents agree Nite Ride shall now be available without regard to sex. Respondents agree to remove all qualifications, limitations, and restrictions related to Nite Ride based on sex.
11. Respondents agree to announce and publicize the development and implementation of the revised Nite Ride program. Respondents shall issue a media release announcing the new sex-neutral aspect of Nite Ride no later than ten days from the date on the Commission's closure letter or ten days from implementation of the revised Nite Ride program, whichever is later.
12. Respondents agree to publish the new sex-neutral aspect of the Nite Ride program in a conspicuous area on its website no later than 30 days from the date on the Commission's closure letter and for a period thereafter of no fewer than 90 days.
13. Respondents agree, for a period of one year from the date of the Commission's closure letter, all marketing, media, and publicity efforts for Nite Ride shall emphasize and reflect the fact that ridership is no longer limited to women. The new sex-neutral aspect of Nite Ride shall also be reflected and published in any student handbook available or distributed to students after the date on the Commission's closure letter.
14. Respondents agree to send the media release referenced in term #11 and the website announcement referenced in term #12 to the Commission no later than ten days after issuance or posting or ten days from the date on the Commission's closure letter, whichever is later.

Training

15. Respondents agree to educate and train their employees and agents on the revised Nite Ride program as specified above no later than six months from the date on the Commission's closure letter. Respondents agree all employees and agents (including but not limited to dispatchers, drivers, or coordinators) involved in any capacity with Nite Ride will receive such training.

Submission of Requested Material

16. All materials to be sent to the Commission under this agreement shall be emailed to the Commission's Compliance Monitor, Natalie Burnham, at Natalie.Burnham@iowa.gov.

Release

17. Complainant hereby waives, releases, and covenants not to sue Respondents, the State of Iowa, or the Board of Regents, State of Iowa, or any of their respective officers, agents or employees, with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees that any complaint filed with any other antidiscrimination agency which involves the issues in this complaint shall be closed as Successfully Conciliated, and Complainant agrees to cooperate with and to take all actions necessary to facilitate the closure of such other complaints that have been filed with any other antidiscrimination agency.

Closure

18. The Commission and the Complainant agree to close this case as a Successful Conciliation and forego the right to proceed to public hearing subject to the performance by Respondents of the promises and representations contained herein.

RESPONDENT
University of Iowa

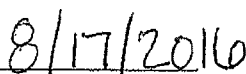
Date

RESPONDENT
University of Iowa Department of Public Safety

Date



COMPLAINANT
Logan Allee



Date



Don Grove, Supervisor
IOWA CIVIL RIGHTS COMMISSION



Date

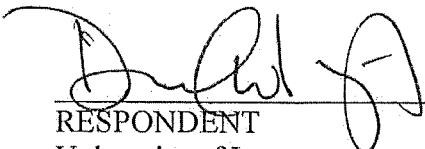
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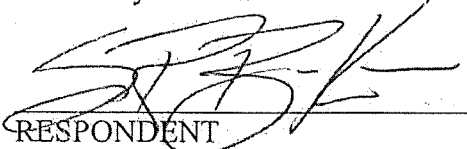


RESPONDENT
University of Iowa

David W. Kleft
Business Manager
University of Iowa

8/17/16

Date



RESPONDENT
University of Iowa Department of Public Safety

8/17/2016

Date

COMPLAINANT
Logan Allee

Date

Don Grove, Supervisor
IOWA CIVIL RIGHTS COMMISSION

Date