

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-21-76576
HUD# 07-21-7330-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

AMES ECUMENICAL HOUSING, INC.
3115 Roy Key Ave
Ames, IA 50010-2720

NEWBURY MANAGEMENT COMPANY
d/b/a Newbury Living
3408 Woodland Ave, Ste 504
West Des Moines, IA 50266-6505

DANYEL HARRIS
421 Stonehaven Dr. OFC
Ames, IA 50010-7000

COMPLAINANT

HONOR OAK
421 Stonehaven Dr. Apt 106
Ames, IA 50010-6785

and

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

Description of the Parties: Complainant is a Buddhist and a person with disabilities. Complainant alleges Respondents failed to address alleged harassment Complainant was receiving from other tenants due to her religion and disability status. The subject property is a multi-unit apartment complex located at 421 Stonehaven St, Ames, IA 50010.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris agree there shall be no discrimination, harassment, or retaliation of any kind

against Complainants or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris acknowledge the ICRA and the Federal Fair Housing Act (FHA) makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1) (b), 42 U.S.C. 3604(b), 3604(f) (2) (§ 804 of the Fair Housing Act).
3. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(3)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).
4. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris acknowledge that the FHA and ICRA make it unlawful for any person to retaliate against another person in any of the rights protected against discrimination by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this chapter. Iowa Code § 216.11(2).

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement 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.
6. 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 by Complainant that any claims asserted in their complaint are not fully meritorious.
7. 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.
8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondent agrees the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris will require training on the requirements of State and Federal Fair Housing Laws for their property managers at Stonehaven Apartments located at 421 Stonehaven Dr, Ames, IA 50010 within 30 days of their receipt of a Closing Letter from the Commission. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris also agree new employees or agents who are involved in the management or operation of Stonehaven Apartments hired within one year of the date of the Commission's Closing Letter, will receive training on the requirements of State and Federal Fair Housing Laws within 30 days of their date of hire or elected appointment. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development. This includes a HUD produced video titled "The Basics of the Fair Housing Act" which can be accessed via YouTube at <https://www.youtube.com/watch?v=egXPe7HT7tc>.

Relief for Complainant

12. Within ten (10) days of the date on the Commission's Closing Letter, Respondents agree to pay Complainant \$2,000.00 without any deductions. Respondents agree the Settlement Check will be made out to Honor Oak and sent to her at the address listed on page one of this Agreement.

Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris promise reasonable requests for maintenance and concerns brought to management will be heard and responded to in a timely and respectful manner. Delays may occur due to supply issues, vendor schedules and other demands, but communication can be promised to keep the Complainant informed of the status of repair request.

Respondents similarly promise to address any reports of alleged harassment or bullying between and among all tenants in accordance with Newbury Management Company’s Unlawful & Prohibited Harassment Policy and Procedure.

Confidentiality

- 13. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris, along with Complainant, agree to maintain confidentiality regarding all settlement discussions that took place prior to this Agreement and allegations included in the complaint filed by Complainant with the ICRC on May 13, 2021.

Reporting and Record-Keeping

- 14. Respondents Ames Ecumenical Housing, Inc., Newbury Management Company, and Danyel Harris shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training or signed sworn statement from Respondent stating the time and location of their training and the entity that conducted the training, as evidence of compliance with Term 11 of this Agreement within ten (10) days of the completion of the training.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Amy Quail
Iowa Civil Rights Commission
Grimes State Office Building
400 East 14th Street
Des Moines, Iowa 50319
Amy.quail@iowa.gov
Telephone: 515-725-1082

AMES ECUMENICAL HOUSING, INC., RESPONDENT Date

NEWBURY MANAGEMENT COMPANY, RESPONDENT Date

DANYEL HARRIS, RESPONDENT Date

HONOR OAK, COMPLAINANT Date

CHARLES A.D. HILL, INTERIM EXECUTIVE DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date