

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

Civil Action No. _____

United States of America,
Plaintiff,

v.

Weimar Independent School District,
Defendant.

CONSENT DECREE

This action was brought by the United States of America against the Weimar Independent School District to enforce the provisions of Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e, *et seq.* In its Complaint, the United States alleges that the Weimar Independent School District failed to hire Jill K. Steward-Trier for the high school principal position because of her race in violation of 42 U.S.C. § 2000e-2(a).

The parties, desiring to settle appropriately this action, agree to the jurisdiction of this Court over them and to the subject matter of this action, and hereby waive the entry of findings of fact and conclusions of law. The parties, desiring to avoid protracted and unnecessary litigation, also accept this Consent Decree ("Decree") as final on the issues resolved. This Decree, being entered with the consent of the parties, shall not constitute an admission, adjudication or finding on the merits of this action, and the Weimar Independent School District denies that any unlawful race discrimination has occurred.

In resolution of this action, the parties hereby AGREE and the Court expressly APPROVES, ENTERS AND ORDERS the following:

I. PARTIES AND DEFINITIONS

1. The parties to this Decree are the United States, by the U.S. Department of Justice (“United States”), and the Weimar Independent School District.

2. The Weimar Independent School District, its current, former and future agents, employees, officials, designees and successors in interests are referred to hereinafter as the “Weimar ISD.”

3. Jill K. Steward-Trier is referred to hereinafter as “Steward-Trier.”

4. The U.S. Equal Employment Opportunity Commission is referred to hereinafter as the “EEOC.”

5. Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e, *et seq.*, is referred to hereinafter as “Title VII”

II. SPECIFIC RELIEF

6. Without admitting the allegations of the United States, and in settlement of the United States’ claims for relief, as well as in settlement of the claims of Steward-Trier if she accepts the relief provided to her by this Decree, Weimar ISD agrees to do the following:

A. Weimar ISD shall offer Steward-Trier a total monetary award (inclusive of attorney’s fees) of \$64,000.00, of which \$30,000.00 shall be attributed to non-pecuniary compensatory damages.

B. Steward-Trier, through her attorney, states that she does not presently desire to be hired for the high school principal position. Therefore, Weimar ISD is not required to offer Steward-Trier instatement relief under the Decree. Weimar ISD, however, agrees that if Steward-Trier applies for employment with Weimar ISD in the future, her application will be given fair, objective, non-retaliatory and non-discriminatory consideration.

7. Within fifteen (15) days after the date of entry of this Decree, Weimar ISD shall notify Steward-Trier of its terms by mailing to her, in care of her attorney, via certified mail, return receipt requested, a copy of the letter as set forth in Appendix A. The letter shall advise Steward-Trier that in order to accept the relief offered to her, she must return the executed Individual Relief and Release of Claims form, at Appendix B, to Weimar ISD within thirty (30) days of her receipt of the letter unless good cause, as determined exclusively by the United States, exists for her failure to do so. A copy of the Individual Relief and Release of Claims form and of this Decree shall be enclosed with the letter.

8. Weimar ISD shall pay the full amount of the total monetary award specified in paragraph 6(A), in care of Steward-Trier's attorney, within fifteen (15) days of its receipt of the executed Individual Relief and Release of Claims form. Weimar ISD shall include any necessary and appropriate tax, wage and withholding forms to reflect the monetary amounts paid to Steward-Trier.

9. Weimar ISD shall notify the United States as soon as payment to Steward-Trier has been made. Weimar ISD shall promptly forward to the United States a copy of the canceled check or other appropriate documentation indicating that payment has been made.

III. GENERAL RELIEF

10. Weimar ISD, by and through its officials, agents, employees and all persons in active concert or participation with Weimar ISD in the performance of employment or personnel functions, shall not engage in any act or practice that discriminates against any employee or applicant for employment because of that employee's or applicant's race in violation of Title VII. Weimar ISD specifically states that it shall not in any way take an employee's or applicant's race into account when making any employment decisions.

11. Weimar ISD shall not retaliate against or in any way adversely affect the terms and conditions of employment or potential employment of any person because that person has opposed any practice or policy made unlawful by Title VII; filed a discrimination complaint, either formal or informal, with Weimar ISD; filed a charge of discrimination with the EEOC or the Texas Workforce Commission; or testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII, including this case or this Decree.

IV. HIRING AND SELECTION PROCEDURES

12. Within sixty (60) days after the date of entry of this Decree, Weimar ISD shall implement hiring and selection procedures that ensure that neither race nor any other factors prohibited by Title VII are used to discriminate against qualified applicants for employment with Weimar ISD.

13. Within thirty (30) days after the date of entry of this Decree, Weimar ISD shall submit a draft of a document setting forth the procedures described in paragraph 12 to the United States for review, comment and approval. The United States shall provide a response within

thirty (30) days, and any disputes regarding the United States' approval shall be subject to the dispute resolution mechanism outlined in paragraph 27.

14. Weimar ISD shall ensure that all individuals involved in Weimar ISD's hiring and selection procedures receive a copy of the relevant job descriptions and the procedures implemented pursuant to this Decree at least fourteen (14) days prior to the commencement of consideration of applications for the administrative or faculty position at issue.

V. COMPLAINT AND INVESTIGATION PROCEDURES

15. Within sixty (60) days after the date of entry of this Decree, Weimar ISD shall implement complaint and investigation procedures designed to prevent and correct discrimination, including retaliation, under Title VII. These procedures shall, at a minimum, include the following information:

A. A clear statement of Weimar ISD's commitment to comply with federal laws prohibiting discrimination in employment including Title VII of the Civil Rights Act of 1964;

B. An assurance that employees and applicants for employment who make complaints of discrimination in violation of Title VII, or who provide information related to such complaints, will be protected against retaliation;

C. A designation of two or more individuals assigned to receive and investigate complaints of discrimination by employees and applicants for employment;

D. A clearly described complaint process that provides multiple and accessible avenues by which an employee or applicant for employment may make a written or oral complaint of discrimination;

E. An assurance that Weimar ISD will protect the confidentiality of complaints and complainants of discrimination to the fullest extent possible;

F. A process that provides a prompt, thorough and impartial investigation of complaints of race discrimination;

G. An assurance that Weimar ISD will take immediate and appropriate corrective action when it determines that race discrimination or retaliation has occurred; and

H. A description of the disciplinary measures that may be taken against individuals found to have engaged in discrimination or retaliation.

16. Within thirty (30) days after the date of entry of this Decree, Weimar ISD shall submit the procedures described in paragraph 15 to the United States for review, comment and approval. Any disputes regarding the United States' approval shall be subject to the dispute resolution mechanism outlined in paragraph 27.

17. Within ten (10) days of the date in which Weimar ISD implements the procedures set forth in paragraph 15, Weimar ISD shall distribute copies of such procedures to all Weimar ISD employees, and post such procedures on its website as well as in all buildings and facilities used for posting general information to Weimar ISD employees. In addition, each employee shall sign an acknowledgment that he or she has received, read and understood such procedures, and the signed acknowledgment shall be placed in each employee's personnel file.

18. Weimar ISD shall ensure that each new Weimar ISD employee receives a copy of the procedures implemented pursuant to this Decree at the time of the new employee's hire. Each new employee shall sign an acknowledgment that he or she has read and understood such procedures, and the signed acknowledgment shall be placed in each new employee's personnel file.

VI. TRAINING

19. No later than ninety (90) days after the date of entry of this Decree, Weimar ISD's Superintendent, School Board, administrators, and other faculty and staff involved in the hiring and selection procedures for administrative and faculty positions, shall be provided with training by Weimar ISD on the law of equal employment opportunity, including but not limited to discrimination based on race. The training will include an explanation of Weimar ISD's complaint and investigation procedures, as set forth in paragraph 15. Weimar ISD will select, with the concurrence of the United States, a qualified individual or group of individuals to conduct the training outlined in this paragraph. The training shall be videotaped. The United States will review and approve any proposed training program prior to its administration.

20. Any member of a committee that participates in hiring or selection procedures, and who has not already received the training described in paragraph 19 prior to the committee commencing its role of making recommendations and providing assistance to the Superintendent regarding Weimar ISD's hiring and selection process, shall view a videotape of the training described in paragraph 19.

21. All persons who undergo training shall sign an acknowledgment of attendance for the training described in paragraph 19. Within ten (10) days of such training, Weimar ISD shall provide the United States with written confirmation that the persons covered by paragraph 20 above attended this training. Weimar ISD will keep on file all signed acknowledgments for the duration of this Decree.

VII. COMPLIANCE MONITORING

22. Weimar ISD shall retain during the term of this Decree all documents, in paper or electronic form (including electronic mail), that come into its possession and that are: (a) related to complaints of race discrimination or retaliation (formal or informal) made by employees or applicants for employment against Weimar ISD; (b) related to selection and hiring procedures for administrative and faculty positions, including job announcements, applications for employment, and the names and contact information for all individuals who are involved any such selection or hiring process in Weimar ISD; and (c) related to the training provided for under this Decree.

23. The United States may review compliance with this Decree at any time. As part of that review, Weimar ISD shall provide copies of any documents relevant to Weimar ISD's compliance with this Decree upon the request of the United States, including but not limited to the documents described in paragraph 22.

VIII. NOTIFICATION OF THE PARTIES

24. All documents required to be delivered under this Decree to the United States shall be sent to the following address if sent by U.S. mail:

Chief
Employment Litigation Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Avenue, NW
PHB 4040
Washington, DC 20530

Documents sent by overnight delivery service should be sent to the following address:

Chief
Employment Litigation Section
Civil Rights Division
United States Department of Justice

601 D Street, NW, Room 4040
Washington, DC 20004

25. All documents required to be delivered under this Decree to Weimar ISD shall be sent to the attention of:

Cobby A. Caputo
Bickerstaff, Heath, Smiley, Pollan,
Kever & McDaniel, L.L.P.
816 Congress Avenue, Suite 1700
Austin, TX 78701

Weimar ISD shall promptly notify the Department if there is a change in counsel or other person it wishes to receive documents.

VIII. JURISDICTION OF THE COURT

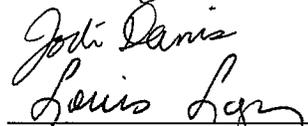
26. The Court shall maintain jurisdiction of the matters covered by this Decree for a period of two (2) years from the date of entry of this Decree. This Decree shall expire without further order of this Court two (2) years from the date of entry.

27. If a dispute arises concerning compliance with this Decree, the parties shall engage in good faith efforts to resolve the issue before seeking action by the Court. If the parties are unable expeditiously to resolve the issue, any party may move the Court for resolution, provided that written notice is first provided to the other party at least fourteen (14) days in advance of any intended filing with the Court.

AGREED AND CONSENTED TO:

On behalf of Plaintiff United States of America

BRADLEY J. SCHLOZMAN
Acting Assistant Attorney General
Civil Rights Division



DAVID J. PALMER

Chief
JODI B. DANIS
Deputy Chief
LOUIS LOPEZ
(DC Bar No. 416662)
Senior Trial Attorney
United States Department of Justice
Civil Rights Division
Employment Litigation Section
950 Pennsylvania Avenue, NW
Washington, DC 20530

Dated: 6/22/2005

On behalf of Defendant Weimar Independent School District



COBBY A. CAPUTO
(Tex. Bar No. 03784650; S.D. Tex. No. 17885)
Bickerstaff, Heath, Smiley, Pollan,
Kever & McDaniel, L.L.P.
816 Congress Avenue, Suite 1700
Austin, TX 78701

Dated: 6-21-05

APPENDIX A

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[Date]

Jill K. Steward-Trier
in care of
Pamela M. Carroll, Esq.
Attorney at Law
12660 Stafford Road, Suite 825
Stafford, TX 77477

Re: United States of America v. Weimar ISD, No. _____ (S.D. Tex.)

Dear Ms. Steward-Trier:

The United States, by the Department of Justice, and Weimar Independent School District ("Weimar ISD") have entered into a Consent Decree settling the case of United States of America v. Weimar ISD, No. _____ (S.D. Tex.). A copy of the Consent Decree, which was approved and entered by the Court on _____ [date], is enclosed.

Pursuant to the Consent Decree, Weimar ISD is offering to do the following:

1. Pay you a total monetary award (inclusive of attorney's fees) of \$64,000.00, of which \$30,000.00 shall be attributed to non-pecuniary compensatory damages.
2. Agree that if you apply for employment with Weimar ISD in the future, your application will be given fair, objective, non-retaliatory and non-discriminatory consideration.

In order to accept Weimar ISD's offer, you must execute the enclosed **Individual Relief and Release of Claims** form and return it, within thirty (30) days of your receipt of this letter, to Weimar ISD's counsel at:

Cobby A. Caputo
Bickerstaff, Heath, Smiley, Pollan,
Kever & McDaniel, L.L.P.
816 Congress Avenue, Suite 1700
Austin, TX 78701

Weimar ISD will pay the entire monetary amount offered to you within fifteen (15) days of its receipt of your executed release.

If you decline the relief offered by Weimar ISD, Weimar ISD nevertheless will have satisfied its obligation to the United States pursuant to the Consent Decree, and the United States will not seek additional relief on your behalf.

If you have any questions concerning the Consent Decree or Weimar ISD's offer to you, you may contact the following Department of Justice attorney in Washington, DC:

Louis Lopez
United States Department of Justice
Civil Rights Division
Employment Litigation Section
950 Pennsylvania Avenue, NW
PHB — Room 4920
Washington, DC 20530
Telephone: (202) 353-1845

Sincerely,

Cobby A. Caputo
Bickerstaff, Heath, Smiley, Pollan,
Kever & McDaniel, L.L.P.
816 Congress Avenue, Suite 1700
Austin, TX 78701

Enclosures

cc: Louis Lopez

APPENDIX B

INDIVIDUAL RELIEF AND RELEASE OF CLAIMS

My name is Jill K. Steward-Trier. I do ____ do not ____ accept the monetary relief that is being offered to me under the Consent Decree in United States of America v. Weimar ISD, No. _____ (S.D. Tex.).

Date _____

Signature _____

IF YOU ARE ACCEPTING THE RELIEF, OR ANY PART OF THE RELIEF, OFFERED TO YOU, YOU MUST COMPLETE THE REST OF THIS FORM, HAVE IT NOTARIZED AND POST-MARKED BY _____ [DATE]. A pre-addressed envelope is enclosed which you may use to return this form. You must return this form to the address on the envelope within thirty (30) days of your receipt of this letter unless you show good cause for not meeting this deadline. The envelope enclosing this form must be postmarked by _____ [date]. If you have any questions about how to complete this form, you may contact Louis Lopez at the United States Department of Justice at (202) 353-1845.

RELEASE OF CLAIMS

For and in consideration of the acceptance of all or any part of the relief offered to me by Weimar Independent School District ("Weimar ISD"), pursuant to the provisions of the Consent Decree entered by the United States District Court on _____ [date] in United States of America v. Weimar ISD, No. _____ (S.D. Tex.), I forever release and discharge Weimar ISD, and all current, former and future agents, employees, officials, designees, predecessors and successors in interest from all legal and equitable claims, arising out of the Complaint filed in the above-captioned civil action and EEOC charge no. _____ accruing prior to the date of this release.

I understand that the relief to be given to me, including the payment to me of any monetary amount, does not constitute an admission by Weimar ISD of the validity of any claim raised by me or on my behalf, nor does it constitute a finding of any wrongdoing or violation of any applicable federal law or regulation.

This release constitutes the entire agreement between Weimar ISD and myself, without exception or exclusion.

I acknowledge that a copy of the Consent Decree in this action has been made available to me for my review.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF,
AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this _____ day of _____, 2005.

Signature

Social Security No.: _____

Subscribed and sworn to before me this
_____ day of _____, 2005

Notary Public

My Commission expires: _____