

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

_____	)	
UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 1:09-cv-01092
	)	
BOARD OF EDUCATION	)	
OF THE CITY OF CHICAGO,	)	
	)	
	)	Jury Trial Demanded
Defendant.	)	
_____	)	

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE  
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

This action was brought by the United States against the Board of Education of the City of Chicago (“the Board”) to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended ("Title VII"), following receipt by the United States from the Equal Employment Opportunity Commission of a charge of discrimination filed by Traci Meziere (Charge Number 210-2005-03177) against the Board. This Court has jurisdiction of the action under 42 US.C. § 2000e-5(f) and 28 U.S.C. § 1345.

The United States’ complaint was filed on February 20, 2009. This Settlement Agreement resolves the Complaint filed by the United States in this case.

In its Complaint, the United States alleges that the Board discriminated against Traci Meziere on the basis of sex, female, in violation of Section 703(a) of Title VII, among other ways, by:

- (a) rescinding the accrued seniority of Ms. Meziere after she took a leave associated with or arising out of pregnancy;
- (b) releasing Ms. Meziere from her position as a Full-Time Basis Substitute Teacher and demoting her to a position as a Day-to-Day Cadre Substitute Teacher with less pay, fewer benefits, and significantly diminished material responsibilities;
- (c) denying Ms. Meziere a requested leave associated with or arising out of pregnancy; and
- (d) failing or refusing to take appropriate action to remedy the effects of the discriminatory treatment.

The Board denies that it has discriminated against Ms. Meziere in violation of Title VII. Nevertheless, the United States and the Board, desiring that this action be settled by an appropriate Settlement Agreement (“Agreement”), and to avoid the burden and risks of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. This Agreement shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the Board or a finding of wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the parties hereby AGREE to, and the Court expressly

APPROVES, ENTERS and ORDERS, the following:

PARTIES AND DEFINITIONS

1. The parties to this Agreement are the United States, by the Department of Justice (“United States”), and the Board of Education of the City of Chicago.
2. The Board, its current, former and future agents, employees, officials, designees and successors in interests are referred to as “the Board.”
3. Traci Meziere is referred to hereinafter as “Ms. Meziere.”
4. The Equal Employment Opportunity Commission is referred to hereinafter as the “EEOC.”
5. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq., as amended, is referred to hereinafter as “Title VII.”

GENERAL RELIEF

6. Within twenty-five (25) days after the date of entry of this Agreement, the Board shall draft and send to the United States a fact sheet for teachers which describes, in a clear and simplified format, the policies and practices relating to seniority date adjustments when time is taken off work for maternity, childrearing, and/or family medical leave related to pregnancy, childbirth, and/or adoption. The fact sheet shall be organized by the type of teacher in the Chicago Public School system, make reference to the seniority date adjustment policies and practices for each type of leave, and cite the applicable policy provisions.
7. Within thirty (30) days of receiving the fact sheet, the United States shall

review it for clarity.

8. Within ten (10) days after receiving approval on the clarity of the fact sheet from the United States pursuant to Paragraph 7, the Board shall distribute, by electronic means, copies of the fact sheet and related policies and procedures to all employees of the Board, ensuring that all teachers, principals, assistant principals, Equal Opportunity Compliance Office employees, and human resources employees whose jobs directly relate to processing leaves of absence for Board employees, receive the fact sheet and policies and procedures via individualized emails, and post such fact sheet and policies in all places used for posting general information to employees, including any internet or intranet sites used for that purpose.

9. The Board shall ensure that each new employee in the Chicago Public Schools receives, as part of their new employee packet, a summary of the policies relating to leaves of absences, and a link to the policies and fact sheet on the Board's website, at the time of the new employee's hire.

10. The Board shall provide mandatory training on the law of equal employment opportunity and prohibited discrimination based on sex/pregnancy to all relevant human resources staff, all principals, and all assistant principals of the Chicago Public Schools. The relevant human resources staff shall be identified in advance and the list of such staff provided to the United States. The training shall, at a minimum, include an explanation of the Board's policies, practices, and procedures as set forth in Paragraph 6, and a thorough presentation on the law of equal employment opportunity and

prohibited discrimination based on sex/pregnancy. The Board has identified the trainers as the Board's Deputy General Counsel in Litigation, Deputy General Counsel in Appeals, Senior Assistant General Counsel in Administrative Law, and a manager from the Equal Opportunity Compliance Office. The Board shall provide the proposed training materials, qualifications of the selected trainer(s), and list of relevant human resources staff to the United States by no later than June 15, 2009. If it chooses to do so, the United States will comment upon the materials and list by no later than July 15, 2009. The training shall be provided by no later than August 31, 2009.

11. All persons who undergo the training described in Paragraph 10 shall sign an acknowledgment of attendance at the training. Within ten (10) days of each training, the Board shall provide the United States with written confirmation that all persons covered by Paragraph 10 attended the training. The Board shall keep on file all signed acknowledgments for the duration of the Agreement.

12. In addition to any obligations under State record retention requirements, the Board's Equal Opportunity Compliance Office shall retain during the term of this Agreement all documents, in paper or electronic form (including electronic mail), that come into its possession that are related to complaints of sex discrimination (formal or informal, verbal or written) made by employees of the Chicago Public Schools. The Board's Law Department shall also retain during the term of this Agreement all documents related to the training provided for under this Agreement. These documents will be made available to United States upon request.

SPECIFIC RELIEF

13. Without admitting the allegations of the United States as set forth in its Complaint, and in settlement of the claims of the United States for relief on behalf of Ms. Meziere, the Board shall offer to pay Ms. Meziere a total monetary award of \$45,000.00, which includes:

- (a) A monetary award of \$11,920.30, which is designated as back pay. This monetary amount shall be subject to any applicable federal, state, and local taxes, in addition to other payroll tax withholding deductions, and the Board shall issue an IRS Form W-2 to Ms. Meziere for this amount. The Board shall separately pay all federal, state and local taxes due on the monetary award, i.e., the employer's payments shall not be deducted from the monetary award to Ms. Meziere.
- (b) A monetary award in the amount of \$3,079.70, which is designated as accumulated interest on the back pay. This amount shall not be subject to withholding deductions and the Board shall issue an IRS Form 1099-INT to Ms. Meziere for this amount.
- (c) A monetary award of \$30,000.00, which is designated as compensatory damages. This amount is not subject to wage withholding deductions, and the Board shall issue an IRS Form 1099 to Ms. Meziere for this amount.
- (d) The Board shall also provide Ms. Meziere with a neutral letter of reference that confirms her dates of employment and title while she was employed

with the Board.

14. Within fifteen (15) days after the date of entry of this Agreement, the Board shall notify Ms. Meziere of its terms by mailing to her, via certified mail, return receipt requested, a copy of the letter as set forth in the attached Appendix A (“Appendix A letter”). The Appendix A letter shall inform Ms. Meziere that, in order to accept the relief offered to her, she must return the executed Individual Relief and Release of Claims (“Individual Relief and Release”) form, a copy of which is set forth in Appendix B, to the Board within twenty-one (21) days of her receipt of the Appendix A 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 form and of this Agreement shall be enclosed with the Appendix A letter. The Board shall provide Ms. Meziere with all tax forms required by law.

15. The Board shall provide the United States with a copy of Ms. Meziere's executed Individual Relief and Release form within (10) days after its receipt thereof. Within thirty (30) days from the date of its receipt of Ms. Meziere's Individual Relief and Release, the Board shall mail her a certified or bank check made payable to Traci Meziere, in the amounts set forth in Paragraph 13 (a), (b), and (c). The Board shall also include the neutral letter of reference, as described in Paragraph 13 (d).

#### DISPUTE RESOLUTION

16. The parties to this Agreement shall attempt to resolve informally any disputes that may occur under this Agreement. If the United States and the Board are

unable to reach agreement after informally seeking to resolve a dispute, the issue may be submitted by either party to the Court for resolution upon at least thirty (30) days written notice to the other party.

CONTACTS FOR THE PARTIES

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

Chief, Employment Litigation Section  
Civil Rights Division  
U.S. Department of Justice  
PHB, Fourth Floor  
950 Pennsylvania Avenue, N.W.  
Washington, D.C. 20530

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

Chief, Employment Litigation Section  
Civil Rights Department of Justice  
601 D Street, N.W., Room 4912  
Washington, D.C. 20004

18. All documents required to be delivered under this Agreement to the Board shall be sent to the following address:

Susan M. O'Keefe  
Deputy General Counsel  
Board of Education of the City of Chicago  
Law Department  
125 South Clark Street, Suite 700  
Chicago, Illinois 60603

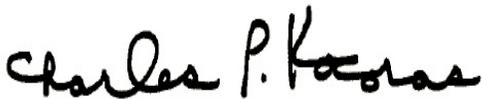
JURISDICTION OF THE COURT

19. The Court shall retain jurisdiction over this Agreement and this cause of action for the purposes of implementing the relief provided herein, and resolving any disputes or entering any orders that may be necessary to implement the relief provided herein.

20. This Agreement shall dissolve and this cause of action shall be dismissed with prejudice, without any further order of this Court, on September 30, 2009, after the completion of distribution of the fact sheet and related policies and procedures to all employees as described in Paragraph 6, upon the provision by the Board to the United States of written confirmation that all persons covered by Paragraph 10 attended the required training, as described in Paragraph 11, and upon payment to Ms. Meziere as described in Paragraphs 13-15. However, if the Board fails to comply with the terms of the Agreement, the United States may move to extend the Agreement upon good cause shown.

21. The United States and the Board shall bear their own costs in this action, including attorney's fees, through the date of entry of this Agreement.

It is so ORDERED, this 29th day of May, 2009.



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CHARLES P. KOCORAS  
UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

For plaintiff United States of America:

LORETTA KING  
Acting Assistant Attorney General  
Civil Rights Division

By:

JOHN M. GADZICHOWSKI (WI Bar No. (014294)  
Chief  
ESTHER LANDER (DC Bar No. 461316)  
Deputy Chief

/s/ Elaine Grant  
ELAINE GRANT (DC Bar No. 457163)  
Senior Trial Attorney

U.S. Department of Justice  
Civil Rights Division  
950 Pennsylvania Avenue, N.W.  
Employment Litigation Section  
PHB, Fourth Floor  
Washington, D.C. 20530  
Telephone: (202) 305-8686  
Email:Elaine.Grant@usdoj.gov

For defendant Board of Education of the City of Chicago:

By:

/s/ Susan M. O'Keefe  
SUSAN M. O'KEEFE (IL., Bar No. 6216638)  
Deputy General Counsel  
Board of Education of the City of Chicago

Law Department  
125 South Clark Street, Suite 700  
Chicago, Illinois 60603  
Telephone: (773) 553-1693  
Email: [sokeefe@cps.k12.il.us](mailto:sokeefe@cps.k12.il.us)

**APPENDIX A**

VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

[Date]

Traci Meziere  
1824 North Sayre  
Chicago, U, 60707

Re: United States of America v. Board of Education, No. (N.D. IL.)

Dear Ms. Meziere:

The United States, by the Department of Justice, and the Board of Education of the City of Chicago (“the Board”) have entered into a Settlement Agreement settling the case of United States of America v. The Board of Education of the City of Chicago, No. ----- (N.D.IL). A copy of the Settlement Agreement, which was approved and entered by the Court on \_\_\_\_\_ [date], is enclosed.

Pursuant to the Settlement Agreement, the Board is offering to do the following:

1. Pay you a monetary award of \$11,920.30, which is considered back pay and subject to applicable state, federal, and local taxes, in addition to other payroll tax withholdings.
2. Pay you \$3,079.70 in accumulated interest.
3. Pay you a monetary award of \$30,000.00, which will be considered compensatory damages.

The above awards will be paid to you via certified or bank check, within thirty (30) days of the Board’s receipt of your executed Individual Relief and Release of Claims form, which is enclosed with this letter.

In order to accept the Board's offer, you must execute the enclosed Individual Relief and Release of Claims form and return it within twenty-one (21) days of your receipt of this letter, to the Board's counsel at:

Susan M. O'Keefe  
Deputy General Counsel  
Board of Education of the City of Chicago  
Law Department  
125 South Clark Street, Suite 700  
Chicago, Illinois 60603

If you decline the relief offered by the Board, the Board nevertheless will have satisfied its obligation to the United States pursuant to the Settlement Agreement, and the United States will not seek additional relief on your behalf.

If you have any questions concerning the Settlement Agreement or the Board's offer to you, you may contact the following Department of Justice attorney in Washington, DC:

Elaine Grant  
United States Department of Justice  
Civil Rights Division  
Employment Litigation Section - PHB  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
Telephone: (202) 305-8686

Sincerely,

Susan M. O'Keefe  
Deputy General Counsel  
Board of Education of the City of Chicago  
Law Department  
125 South Clark Street, Suite 700  
Chicago, Illinois 60603

Enclosures

**APPENDIX B**  
**INDIVIDUAL RELIEF AND RELEASE OF CLAIMS**

IF YOU ARE ACCEPTING THE RELIEF OFFERED TO YOU, YOU MUST COMPLETE THE REST OF THIS FORM AND RETURN IT, 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 twenty-one (21) 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 Elaine Grant at the United States Department of Justice at (202) 305-8686.

**RELEASE OF CLAIMS**

For and in consideration of the acceptance of the relief offered to me by the Board of Education of the City of Chicago (“the Board”), pursuant to the provisions of the Settlement Agreement entered by the Honorable Charles P. Kocoras, United States District Judge, on \_\_\_\_\_ [date] in United States of America v. The Board of Education of the City of Chicago (N.D. IL.), I, Traci Meziere agrees to indemnify and hold harmless the Board, and its future, current, or former officers, agents and employees from any claims, losses, damages or expenses, including attorneys’ fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Meziere under this settlement entered pursuant to this Agreement.

Meziere declares that she is not aware of any attorneys’ liens or claims for fees, costs or expenses against the Board with regard to this action. Meziere further declares that she is not aware of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by Meziere pursuant to this Agreement.

Meziere understands and agrees that in consideration of the settlement entered pursuant to this Agreement, Meziere does hereby release and forever discharge on behalf of herself and her heirs, executors, administrators and assigns, all claims she had or has against the Board, and their future, current or former officers, agents and employees, under local, state, or federal law or pursuant to a collective bargaining agreement, including but not limited to all claims she had, has, or may have in the future, arising either directly or indirectly out of the incidents which were the basis of this litigation, and agrees that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

I understand that the relief to be given to me does not constitute an admission by the Board 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 the Board and me, without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Signature