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## **EEOC, Christopher, Bhend, and Chamara v. National Education Association, National Education Association - Alaska**

Judge James K. Singleton

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**EEOC, Christopher, Bhend, and Chamara v. National Education Association,  
National Education Association - Alaska**

**Keywords**

EEOC, Christopher, Bhend, Chamara, National Education Association, National Education Association - Alaska, A01-0225CV (JKS), Consent Decree, Disparate Treatment, Hostile Work Environment, Sex, Female, Education, Employment Law, Title VII

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UNITED STATES DISTRICT COURT FOR  
 THE DISTRICT OF ALASKA

EQUAL EMPLOYMENT OPPORTUNITY	)	CIVIL NO. A01-0225CV (JKS)
COMMISSION,	)	
	)	CONSENT DECREE AND
Plaintiff,	)	[PROPOSED] ORDER OF
	)	DISMISSAL
And	)	
	)	
CAROL CHRISTOPHER, JULIE BHEND,	)	
And CARMELA CHAMARA,	)	
	)	
v.	)	
	)	
NATIONAL EDUCATION ASSOCIATION	)	
NATIONAL EDUCATION ASSOCIATION –	)	
ALASKA,	)	
	)	
Defendants.	)	
	)	

## **I. INTRODUCTION**

1. This action originated with discrimination charges filed by Carol Christopher (“Christopher”), Carmela Chamara (“Chamara”) and Julie Bhend, (“Bhend”) with the Equal Employment Opportunity Commission (“EEOC”). Christopher, Chamara and Bhend alleged that National Education Association-Alaska (“NEA-AK”) discriminated against them on the basis of their gender in violation of Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. § 2000e et seq.

2. The EEOC sent NEA-AK a Letter of Determination with findings of reasonable cause that it had violated Title VII.

3. The Commission filed this lawsuit on July 27, 2001 in the United States District Court for the District of Alaska on behalf of Christopher, Chamara and Bhend.

4. The EEOC and NEA-AK and NEA want to conclude the claims of Christopher, Chamara and Bhend. without expending further resources in contested litigation.

## **II. NO ADMISSION OF LIABILITY AND NO DETERMINATION BY THE COURT**

5. This Consent Decree is in no way an admission of wrongdoing. Nor is it an adjudication or finding on the merits of the case. NEA-AK and NEA dispute all claims of the plaintiffs in this lawsuit; they enter into this Consent Decree in the interest of limiting the expense of litigation.

### **III. SETTLEMENT SCOPE**

6. This Consent Decree is the final and complete resolution of all allegations of unlawful employment practices contained in the Complaint filed herein on behalf of Christopher, Chamara and Bhend by the EEOC. The terms of this Consent Decree shall apply to employees at NEA-AK's Alaska facilities and to NEA's employees as set out below. The Consent Decree resolves all issues and claims arising out of any Complaint or Amended Complaint in this action, and is binding and final as to all such issues and claims.

### **IV. JURISDICTION AND VENUE**

7. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337, 1343 and 1345. Plaintiff EEOC's action is authorized pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-5(f)(1) and (3) and 2000e-6 ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The employment practices alleged to be unlawful in the EEOC's Complaint filed herein allegedly occurred within the jurisdiction of the United States District Court for the District of Alaska.

### **V. DEFINITION OF TERMS**

For the purposes of this Consent Decree, the following definitions shall apply:

8. "The Effective Date of the Consent Decree" is the date the United States District Court for the District of Alaska enters the Consent Decree and (Proposed) Order of Dismissal.

9. Unless otherwise indicated, the word "days" refers to calendar days.

10. “Complaints” includes any complaint, whether written or oral, made to a manager or supervisor with NEA-AK and to a manager or supervisor of NEA, or to a manager or supervisor of an NEA state affiliate, against an NEA employee participating in the NEA Unified State Executive Directors Program (“USEDP”), alleging that such employee has engaged in discrimination, harassment or retaliation deemed unlawful under Title VII.

## **VI. MONETARY RELIEF**

11. In settlement of the EEOC’s claims in this lawsuit, NEA-AK and NEA agree to pay Christopher, Chamara and Bhend the total lump sum of \$750,000, representing all damages, attorney fees and costs. Payment will be arranged between counsel for Christopher, Chamara and Bhend and counsel for NEA-AK and NEA.

## **VII. INJUNCTIVE RELIEF**

### **A. Compliance with Title VII**

12. NEA-AK and NEA reaffirm their commitment to comply with Title VII. To further this commitment, NEA-AK and NEA shall monitor the affirmative obligations of this Consent Decree.

13. NEA-AK and NEA will not retaliate against any employee for opposing a practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.

14. In recognition of their obligations under Title VII, NEA-AK and NEA will institute and/or maintain the policies and practices set forth below in their respective facilities.

## NATIONAL EDUCATION ASSOCIATION-ALASKA

### **B. Policy and Decree**

15. The current NEA-AK Policy Prohibiting Discrimination and Harassment (“Policy”) will remain in effect for the duration of this Consent Decree.

16. The Policy will be distributed to all current employees, both management and non-management, in NEA-AK’s Alaska facilities beginning 45 days after entry of this decree if not done so already. Distribution to new employees will occur at the time of hire or during the new hire orientation. NEA-AK will distribute any revised Policy to all employees within 15 days after the Policy has been revised.

17. A copy of this Consent Decree will be maintained in the NEA-AK Business Office for the duration of this Consent Decree, and will be made available upon request to any NEA-AK employee who wishes to review it. NEA-AK will also ensure the following policies, procedures and practices are in effect:

(a) Complaint Procedures.

- (i) NEA-AK agrees that it will provide the name, job title, work location, and telephone number of the management employee(s) charged with investigating claims of workplace discrimination. That information will also be routinely and continuously disseminated by posting and

through e-mail. If the name or designation of the management employee(s) charged with investigating issues of discrimination change, NEA-AK will re-post his or her name, job title, work location, and telephone number within seven days.

- (ii) NEA-AK agrees that it shall enable complaining parties to be interviewed by about their complaints in such a manner that permits the complaining party, at such party's election, to remain inconspicuous to all of the employees in such party's work area.
  
- (iii) NEA-AK agrees that it shall ensure that its policies and procedures provide that complaint handling and disciplinary procedures regarding all complaints of discrimination are investigated and addressed promptly. Specifically, NEA-AK agrees that it shall investigate all complaints of discrimination promptly and absent good reason, shall complete investigations within three (3) weeks. NEA-AK will further make its best effort to prepare its written findings of the results of each investigation and the remedial actions (if any), proposed



within two weeks after completion of the investigation, and shall thereupon promptly communicate to the complaining party the results of the investigation. Such communication will reasonably take into account the privacy of the accused.

- (iv) NEA-AK agrees that it shall make its best effort to ensure that appropriate remedial action is taken to resolve complaints and to avoid the occurrence of discrimination.

(b) Policies Designed To Promote Employee Accountability.

- (i) NEA-AK agrees that when appropriate, it shall impose substantial discipline -- up to and including demotion, suspension without pay or termination upon any employee who engages in discrimination or any supervisor or manager who permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. NEA-AK shall communicate this policy to all of its employees.

- (ii) NEA-AK agrees that it shall continue to advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's anti-discrimination and to report any incidents and/or complaints of discrimination of which they become aware to the individual(s) charged with handling such complaints.
- (iii) NEA-AK agrees that any failure to comply with this policy will be considered in evaluating its employees, including when they are being considered for promotions.

(c) Anti-Discrimination and Harassment Training.

- (i) NEA-AK agrees that it will provide anti-discrimination and retaliation training to all employees, including supervisors and management; and to provide training to all persons charged with the handling of complaints of discrimination, including the techniques for investigating and addressing such problems. This training shall include issues regarding discrimination and harassment by employees and/or customers or vendors of NEA-AK. The next full-workplace training shall occur no later than December 2006. Thereafter, for the duration of this Decree, NEA-AK

will conduct full-workplace anti-discrimination training annually.

- (ii) NEA-AK agrees that all anti-discrimination and harassment training required by this decree shall be conducted by individuals experienced in the area of anti-discrimination training.
- (iii) If a supervisor for NEA-AK finds that specific anti-discrimination training is appropriate for a particular employee, said training will be provided and the employee's attendance will be mandatory.
- (iv) NEA-AK agrees that a top-level manager shall introduce all the annual anti-discrimination and harassment training by communicating NEA-AK's commitment to its anti-discrimination and harassment policy.

## **NATIONAL EDUCATION ASSOCIATION**

18. The current NEA Anti-Harassment Policy and Complaint Procedures ("Policy and Procedures") will remain in effect for the duration of this Consent Decree. NEA may make modifications in the Policy and Procedures, provided that no such modifications shall make it more difficult for employees to complain of discrimination or harassment, or shall reduce the protections afforded to employees who make such complaints.

19. The current NEA Policy and Procedures will be distributed to all current NEA employees, both management and non-management, including NEA employees participating in the USEDP. Distribution to new NEA employees will occur at the time of hire or during the new hire orientation. The NEA Policy and Procedures will be posted on the NEA employee website – i.e., NEA Connect.

20. Before any person becomes a participant in the USEDP, NEA will make a good faith effort to determine whether any complaints have been made against such person while in the employ of NEA or any of its affiliates. NEA will share the information obtained with any NEA affiliate that NEA knows is considering accepting this person as a participant in the USEDP.

21. NEA will require state affiliates that participate in the USEDP program to include USEDP participants in the anti-harassment training that the affiliate provides for its supervisors and managers. State affiliates will report to NEA when such training has been provided to a participant in the USEDP.

22. NEA will require state affiliates that participate in the USEDP to promptly notify the NEA Director of Human Resources if a complaint is made against a participant in the USEDP. NEA likewise will instruct all of its employees, both management and non-management, to promptly notify the NEA Director of Human Resources of any complaints made against a participant in the USEDP of which they become aware. NEA will consult with the NEA state affiliate, and make a good faith effort to insure that appropriate action is taken to

resolve the complaint and to avoid the occurrence of any discrimination, harassment, and/or retaliation in the future.

23. A copy of this Consent Decree will be maintained in the NEA Department of Human Resources for the duration of this Consent Decree, and will be made available upon request to any NEA employee who wishes to review it.

**C. Expunging Records**

24. NEA-AK and NEA (to the extent applicable) will not disclose any information or make references to any charge of discrimination or this lawsuit in responding to employment reference requests for information about Christopher, Chamara and Bhend. In response to any inquiries, NEA-AK and NEA (to the extent applicable) shall provide employment references that include only dates of employment and positions held. NEA-AK will provide Christopher, Chamara and Bhend with a reference letter on NEA-AK's or NEA's (to the extent applicable) letterhead confirming dates of employment, positions held, and final rate of pay.

25. NEA-AK and NEA (to the extent applicable) will permanently expunge from Christopher's, Chamara's and Bhend's personnel file, any references to a charge of discrimination against NEA-AK and NEA and this lawsuit. Files containing information about Christopher, Chamara and Bhend that have been developed during the subject litigation will be maintained in files separate and apart from their personnel file. Any such files shall be maintained by NEA-AK and NEA at their business offices, or at the offices of their legal

counsel, at the record holder's option. NEA-AK and NEA (to the extent applicable) will make Christopher's, Chamara's and Bhend's personnel files available for inspection by them either at NEA-AK's Anchorage, Alaska facility or at the offices of its legal counsel at the record holder's option. In the case of NEA, Christopher's personnel file will be made available for inspection at NEA's headquarters.

**D. Reporting**

26. Twelve months following the entry of this Decree and every twelve months thereafter for the duration of the Decree, NEA-AK will send the EEOC a written report of individuals who complained of discrimination during the prior time period, along with an explanation as to all actions taken with regards to such complaints. Twelve months following the effective date of this Consent Decree and every twelve months thereafter for the duration of this Consent Decree, NEA will send EEOC a written report of NEA or NEA state affiliate employees who have made a complaint during the prior time period, along with an explanation as to all actions taken by NEA and/or the NEA state affiliate with regard to such complaint.

27. NEA-AK and NEA shall individually submit a final report to the EEOC 30 days before the Consent Decree expires containing a statement that they have complied with all the terms of this Consent Decree.

**E. Posting**

28. Within two (2) weeks after entry of this decree, NEA-AK and NEA (at its Washington, D.C. headquarters) shall post in a conspicuous location to which employees have access, on an employee bulletin or distribute by e-mail or employee website, a notice in the form of Exhibit 1 attached to this decree. The notice shall remain posted for the duration of this Decree.

**VIII. ENFORCEMENT**

29. If the EEOC concludes that either NEA-AK or NEA has breached this agreement, it may bring an action in the United States District Court for the District of Alaska to enforce this Consent Decree. Before bringing an action for breach of the Decree, the EEOC shall first give that particular party thirty (30) days notice. The EEOC and said party shall use that 30-day period for good faith efforts to resolve the matter.

**IX. RETENTION OF JURISDICTION**

30. The United States District Court for the District of Alaska shall retain jurisdiction over this matter for the duration of the Decree.

**X. DURATION AND TERMINATION**

31. This Decree shall be in effect for three (3) years, commencing with the date the Decree is filed. If the EEOC petitions the court for breach of agreement, and the court finds

either NEA-AK or NEA to be in violation of the terms of the Consent Decree, the court may extend this Consent Decree.

## **VI. CONCLUSION**

32. The provisions of this Consent Decree are not binding on the parties until the authorized representatives for the EEOC and NEA-AK and NEA sign and the court enters the Consent Decree with the court.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2006.

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