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EEOC v. University of the Incarnate Word

Judge Orlando Garcia

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EEOC v. University of the Incarnate Word

Keywords

EEOC, University of the Incarnate Word, SA-99-CV-10900G, Consent Decree, Disparate Treatment, Hostile Work Environment, Terms and Conditions, Education, National Origin, Hispanic or Latino, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. SA-99-CV-10900G
)	
UNIVERSITY OF THE INCARNATE)	
WORD,)	
)	
Defendant.)	
)	

CONSENT DECREE

THE LITIGATION

1. Plaintiff, the U.S. Equal Employment Opportunity Commission (“EEOC”), filed this action alleging that Defendant, University of the Incarnate Word (“UIW”), violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991 by discriminating against Crucita Hernandez, Maria Fraga, Maria Ferdin, Carlos Cedillo, Armando Cedillo, Natalia Ortiz, Lupe Sandoval, Mary Jane Alvarez, Gloria Godina, Maria Reyna, Esmeralda Enriquez, Timothy Don, Ernestina Lopez (“deceased”), Rosemary Guerra, Rosa Gongora, Sylvia Barajas, Elena Pacheco, the Charging Parties in the underlying Charges of Discrimination, and other similarly situated Hispanic employees, including Guillermina Barazza, (the “Class Members”) on the basis of national origin, Hispanic. The EEOC charged that UIW subjected a class of Hispanic housekeepers to verbal and physical abuse, derogatory comments and prohibited them from speaking Spanish and required that the housekeepers speak only English in the workplace at all times, even while at lunch and during employee breaks.

2. Defendant denies each and every allegation of discrimination and retaliation asserted by the EEOC.

3. In the interest of resolving this matter, and to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations through mediation, the parties agree that this action should be finally resolved by entry of this Decree. This Decree fully and finally resolves any and all issues and claims arising out of the Complaint and any Amended Complaints by EEOC in this action. EEOC expressly reserves its right to process and litigate any other charges which may be pending currently or may in the future be filed against UIW. Nothing contained in this Consent Decree shall be construed as an admission with respect to any of the claims of the lawsuit, all such allegations being expressly denied.

FINDINGS

4. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record and stipulations of the parties, the Court finds the following:

- (a) This Court has jurisdiction of the subject matter of this action and of the Parties; and
- (b) The terms of this Decree are adequate, fair, reasonable, equitable and just. The rights of the parties, the class members and the public interest are adequately protected by this Decree.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

SCOPE OF CONSENT DECREE

5. The duration of this Decree shall be three (3) years from the date of entry of the Decree. During this time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required

to effectuate its purposes. Should any disputes under this Decree remain unresolved after this three-year period, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all disputes have been resolved.

INJUNCTIVE PROVISIONS

6. **National Origin.** UIW, and its officers, agents, management (including supervisory personnel), successors, and assigns, are hereby enjoined from:

- (a) Discriminating against employees on the basis of national origin in violation of Title VII;
- (b) Engaging in or being a party to any action, policy or practice that has the effect of harassing or intimidating any employee on the basis of national origin;
- (c) Implementing or enforcing a rule or other measure requiring employees to speak only the English language during working hours, unless such rule or requirement satisfies a legitimate business need of UIW and constitutes a bona fide occupational qualification of those employees subject to the rule or requirement; and
- (d) Creating, facilitating or permitting the existence of a work environment that is hostile to any employees through acts such as physical/verbal abuse and derogatory comments, on the basis of national origin.

7. **Retaliation.** UIW, and its officers, agents, management (including supervisory personnel), successors, and assigns are hereby enjoined from engaging in, implementing or permitting any action, policy or practice that results in retaliation against any current or former employee of UIW because he or she opposed any practice believed to be unlawful under Title VII;

filed a charge of discrimination alleging such practice; testified or participated in any manner in any investigation (including any internal investigation undertaken by UIW), proceeding or hearing in connection with this case and/or relating to any claim of discrimination or harassment; was identified as a possible witness in this action; asserted any rights under this Decree; or sought and/or received any relief in accordance with the Decree.

8. **Non-discrimination and Anti-Harassment Policies:** UIW shall ensure that its non-discrimination policy, policy statement concerning anti-harassment and retaliation and its anti-harassment policy meet the following criteria:

- (a) States that UIW: (i) prohibits discrimination against employees on the basis of national origin and retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they believe are discriminatory or for participating in the investigation of a complaint of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of national origin in violation of Title VII; (iv) prohibits the implementation and enforcement of an English-only rule either verbally or in writing which violates the EEOC's guidelines on discrimination because of national origin; and, (v) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on national origin in violation of Title VII.
- (b) Define and provide examples of national origin harassment and retaliation; said examples to be included in the anti-harassment policy and shall be adopted no later

than October 25, 2001.

- (c) Provide that the complaints of national origin harassment and/or retaliation can be made either in writing or verbally;
- (d) Provide for prompt investigation of discrimination complaints and for prompt action, which is appropriate and effective, to remedy the discrimination;
- (e) Promptly communicate in writing to the complaining party upon the conclusion of its investigation the results of the investigation and the remedial actions taken or proposed, if any;
- (f) Provide for substantial and progressive discipline for violating UIW's anti-discrimination policy up to and including discharge;
- (g) Require that all employees report incidents of harassment and/or retaliation to any supervisor or the person charged with investigating discrimination complaints; and
- (h) Provide that all of UIW's anti-discrimination policies and complaint procedures be in English and Spanish and drafted in plain and simple language.

9. **Complaint Procedures.** UIW shall maintain its complaint procedure in the Administrator/Staff Guidelines that is designed to encourage employees to come forward with complaints regarding violations of its anti-discrimination policy. As such, UIW's complaint procedure shall provide the following:

- (a) Simple, convenient, confidential and reliable mechanisms for reporting incidents of harassment and retaliation;
- (b) Clerical assistance and bilingual services for complainants who are not proficient in English;

- (c) Prompt investigation of complaints of harassment and/or retaliation;
- (d) Written findings of the results of any investigation of a discrimination complaint and the remedial actions proposed, if any;
- (e) Communicate to the complaining party promptly in writing, the results of the investigation and the remedial actions taken or proposed, or not taken;
- (f) Appropriate remedial action taken to resolve the complaint serves to deter future incidents of harassment and/or retaliation; and
- (g) Assurances that complainants shall not be subjected to retaliation.

10. **Supervisor Accountability:** UIW shall promote supervisor accountability by providing the following:

- (a) Annual anti-discrimination training to all of its supervisory and managerial personnel as stipulated in Paragraphs 17-21;
- (b) Substantial discipline, up to and including discharge, of any supervisor or manager who violates UIW's anti-harassment or non discrimination policies;
- (c) Imposing on all managers and supervisory personnel a duty to actively monitor their work areas to ensure compliance with UIW's policies on non-discrimination and retaliation;
- (d) Requiring all supervisors to report any incidents and/or complaints of harassment and/or retaliation of which they become aware to the department charged with handling such complaints; and
- (e) Revising its supervisor appraisal process to include performance evaluations for the supervisor's knowledge of UIW's discrimination and anti-harassment policies and

handling of discrimination and anti-harassment issues as a factor in supervisor appraisals. This provision shall be implemented and is to be part of appraisals effective October 1, 2001.

11. UIW shall notify all of its current employees of its non-discrimination and anti-harassment policies within sixty (60) days after the entry of this Consent Decree by amending its Administrator/Staff Guidelines to the extent that the Guidelines do not currently contain the current policies and providing a copy of all changes to all of its current employees.

MONETARY RELIEF

12. UIW shall pay the gross sum of ONE MILLION DOLLARS (“Settlement Fund”) to be distributed among all “Eligible Claimants” pursuant to the provisions of Paragraph 13 of this Consent Decree. Each Eligible Claimant shall be paid a total monetary award as follows:

Mary Jane Alvarez	\$36,000.00
Sylvia Barajas	\$36,500.00
Guillermina Barazza	\$26,500.00
Armando Cedillo	\$95,000.00
Carlos Cedillo	\$75,000.00
Timothy Don	\$41,500.00
Esmeralda Enriquez	\$80,000.00
Maria Ferdin	\$25,000.00
Maria Fraga	\$42,000.00
Gloria Godina	\$46,500.00
Rosa Gongora	\$29,000.00

Rosemary Guerra	\$18,000.00
Crucita Hernandez	\$80,000.00
Estate of Ernestina Maria R. Lopez	\$49,000.00
Natalia Ortiz	\$34,000.00
Elena Pacheco	\$34,000.00
Maria L. Reyna	\$120,000.00
Lupe Sandoval	\$32,000.00

Private attorney Frank Gonzalez shall be paid \$100,000.00 from the first disbursement of the settlement award/fund as full consideration and compensation for any and all services he and/or his associates rendered on behalf of any and all of the Eligible Claimants on whose behalf the above-referenced civil action was filed and litigated by the EEOC. In consideration of this \$100,000.00 payment, Frank Gonzalez shall also prepare and execute full and final releases of any and all claims and/or causes of action that he may have against each of these Eligible Claimants, the EEOC, Coregis Insurance Co., and the University of the Incarnate Word. Frank Gonzalez' release is attached hereto as **Exhibit A**.

13. The Settlement Fund shall be paid to the Eligible Claimants, identified herein, as follows:

No later than (40) business days after entry of the Consent Decree, UIW shall disburse funds totaling \$100,000.00 as follows:

- (a) A payment in the amount of \$5,000.00 shall be sent to Mary Jane Alvarez at 57 Winn, Universal City, Texas 78148;

- (b) A payment in the amount of \$5,000.00 shall be sent to Sylvia Barajas at 348 Pendleton, San Antonio, Texas 78204;
- (c) A payment in the amount of \$5,000.00 shall be sent to Guillermina Barazza at 1310 Monterey, San Antonio, Texas 78207;
- (d) A payment in the amount of \$7,500.00 shall be sent to Armando Cedillo at 2511 Amity, San Antonio, Texas 78210;
- (e) A payment in the amount of \$5,000.00 shall be sent to Carlos Cedillo at 183 Alhaven Avenue, San Antonio, Texas 78210;
- (f) A payment in the amount of \$5,000.00 shall be sent to Timothy Don at 5518 Culebra #1523, San Antonio, Texas 78228;
- (g) A payment in the amount of \$7,500.00 shall be sent to Esmeralda Enriquez at 2227 W. Salinas, San Antonio, Texas 78207;
- (h) A payment in the amount of \$5,000.00 shall be sent to Maria Ferdin at 1603 Madrid Street, San Antonio, Texas 78237;
- (i) A payment in the amount of \$5,000.00 shall be sent to Maria Fraga at P.O. Box 756 Spring Branch, Texas 78070;
- (j) A payment in the amount of \$5,000.00 shall be sent to Gloria Godina at 668 Palo Alto Drive, Von Ormy, Texas 78073;
- (k) A payment in the amount of \$5,000.00 shall be sent to Rosa Gongora at 1422 Sherman, San Antonio, Texas 78202;
- (l) A payment in the amount of \$5,000.00 shall be sent to Rosemary Guerra at 7965 First Street, Somerset, Texas 78069;

- (m) A payment in the amount of \$7,500.00 shall be sent to Crucita Hernandez at 8231 Montgomery Oak, San Antonio, Texas 78239;
- (n) A payment in the amount of \$5,000.00 shall be sent to Pablo Lopez, as Independent Administrator of the Estate of Maria Ernestina R. Lopez at 239 W. Palfrey, San Antonio, Texas 78223;
- (o) A payment in the amount of \$5,000.00 shall be sent to Natalia Ortiz at 122 Brenner, San Antonio, Texas 78237;
- (p) A payment in the amount of \$5,000.00 shall be sent to Elena Pacheco at 9415 Strech Avenue, San Antonio, Texas 78224;
- (q) A payment in the amount of \$7,500.00 shall be sent to Maria L. Reyna at 830 W. Hollywood, San Antonio, Texas 78212; and
- (r) A payment in the amount of \$5,000.00 shall be sent to Lupe Sandoval at 950 Keats Street, San Antonio, Texas 78211.

On the date of the first anniversary of the entry of the Consent Decree, UIW shall disburse funds totaling \$150,000.00 as follows:

- (a) A payment in the amount of \$7,000.00 shall be sent to Mary Jane Alvarez at 57 Winn, Universal City, Texas 78148;
- (b) A payment in the amount of \$7,000.00 shall be sent to Sylvia Barajas at 348 Pendleton, San Antonio, Texas 78204;
- (c) A payment in the amount of \$7,000.00 shall be sent to Guillermina Barazza at 1310 Monterey, San Antonio, Texas 78204;
- (d) A payment in the amount of \$13,000.00 shall be sent to Armando Cedillo at 2511

Amity, San Antonio, Texas 78210;

- (e) A payment in the amount of \$7,000.00 shall be sent to Carlos Cedillo at 183 Alhaven Avenue, San Antonio, Texas 78210;
- (f) A payment in the amount of \$7,000.00 shall be sent to Timothy Don at 5518 Culebra #1523, San Antonio, Texas 78228;
- (g) A payment in the amount of \$13,000.00 shall be sent to Esmeralda Enriquez at 2227 W. Salinas, San Antonio, Texas 78207;
- (h) A payment in the amount of \$7,000.00 shall be sent to Maria Ferdin at 1603 Madrid St., San Antonio, Texas 78237;
- (i) A payment in the amount of \$7,000.00 shall be sent to Maria Fraga at P.O. Box 756 Spring Branch, Texas 78070;
- (j) A payment in the amount of \$7,000.00 shall be sent to Gloria Godina at 668 Palo Alto Drive, Von Ormy, Texas 78073;
- (k) A payment in the amount of \$7,000.00 shall be sent to Rosa Gongora at 1422 Sherman, San Antonio, Texas 78202;
- (l) A payment in the amount of \$7,000.00 shall be sent to Rosemary Guerra at 7956 First St., Somerset, Texas 78069;
- (m) A payment in the amount of \$13,000.00 shall be sent to Crucita Hernandez at 8231 Montgomery Oak, San Antonio, Texas 78239;
- (n) A payment in the amount of \$7,000.00 shall be sent Pablo Lopez, as Independent Administrator of the Estate of Maria Ernestina R. Lopez at 239 W. Palfrey, San Antonio, Texas 78223;

- (o) A payment in the amount of \$7,000.00 shall be sent to Natalia Ortiz at 122 Brenner, San Antonio, Texas 78237;
- (p) A payment in the amount of \$7,000.00 shall be sent to Elena Pacheco at 9415 Strech Avenue, San Antonio, Texas 78224;
- (q) A payment in the amount of \$13,000.00 shall be sent to Maria L. Reyna at 830 W. Hollywood, San Antonio, Texas 78212; and
- (r) A payment in the amount of \$7,000.00 shall be sent to Lupe Sandoval at 950 Keats Street, San Antonio, Texas 78211.

On the date of the second anniversary of the entry of the Consent Decree, UIW shall disburse funds totaling \$125,000.00 as follows:

- (a) A payment in the amount of \$7,000.00 shall be sent to Mary Jane Alvarez at 57 Winn, Universal City, Texas 78148;
- (b) A payment in the amount of \$7,000.00 shall be sent to Sylvia Barajas at 348 Pendleton, San Antonio, Texas 78204;
- (c) A payment in the amount of \$7,000.00 shall be sent to Guillermina Barazza at 1310 Monterey, San Antonio, Texas 78204;
- (d) A payment in the amount of \$7,000.00 shall be sent to Armando Cedillo at 2511 Amity, San Antonio, Texas 78210;
- (e) A payment in the amount of \$7,000.00 shall be sent to Carlos Cedillo at 183 Alhaven Avenue, San Antonio, Texas 78210;
- (f) A payment in the amount of \$7,000.00 shall be sent to Timothy Don at 5518 Culebra #1523, San Antonio, Texas 78228;

- (g) A payment in the amount of \$7,000.00 shall be sent to Esmeralda Enriquez at 2227 W. Salinas, San Antonio, Texas 78207;
- (h) A payment in the amount of \$7,000.00 shall be sent to Maria Ferdin at 1603 Madrid St., San Antonio, Texas 78237;
- (i) A payment in the amount of \$7,000.00 shall be sent to Maria Fraga at P.O. Box 756 Spring Branch, Texas 78070;
- (j) A payment in the amount of \$7,000.00 shall be sent to Gloria Godina at 668 Palo Alto Drive, Von Ormy, Texas 78073;
- (k) A payment in the amount of \$7,000.00 shall be sent to Rosa Gongora at 1422 Sherman, San Antonio, Texas 78202;
- (l) A payment in the amount of \$6,000.00 shall be sent to Rosemary Guerra at 7956 First St., Somerset, Texas 78069;
- (m) A payment in the amount of \$7,000.00 shall be sent to Crucita Hernandez at 8231 Montgomery Oak, San Antonio, Texas 78239;
- (n) A payment in the amount of \$7,000.00 shall be sent Pablo Lopez, as Independent Administrator of the Estate of Maria Ernestina R. Lopez at 239 W. Palfrey, San Antonio, Texas 78223;
- (o) A payment in the amount of \$7,000.00 shall be sent to Natalia Ortiz at 122 Brenner, San Antonio, Texas 78237;
- (p) A payment in the amount of \$7,000.00 shall be sent to Elena Pacheco at 9415 Strech Avenue, San Antonio, Texas 78224;
- (q) A payment in the amount of \$7,000.00 shall be sent to Maria L. Reyna at 830 W.

Hollywood, San Antonio, Texas 78212; and

- (r) A payment in the amount of \$7,000.00 shall be sent to Lupe Sandoval at 950 Keats Street, San Antonio, Texas 78211.

On the date of the third anniversary of the entry of the Consent Decree, UIW shall disburse funds totaling \$125,000.00 as follows:(s)

- (a) A payment in the amount of \$6,000.00 shall be sent to Mary Jane Alvarez at 57 Winn, Universal City, Texas 78148;
- (b) A payment in the amount of \$6,000.00 shall be sent to Sylvia Barajas at 348 Pendleton, San Antonio, Texas 78204;
- (c) A payment in the amount of \$7,500.00 shall be sent to Guillermina Barazza at 1310 Monterey, San Antonio, Texas 78204;
- (d) A payment in the amount of \$8,000.00 shall be sent to Armando Cedillo at 2511 Amity, San Antonio, Texas 78210;
- (e) A payment in the amount of \$7,500.00 shall be sent to Carlos Cedillo at 183 Alhaven Avenue, San Antonio, Texas 78210;
- (f) A payment in the amount of \$7,000.00 shall be sent to Timothy Don at 5518 Culebra #1523, San Antonio, Texas 78228;
- (g) A payment in the amount of \$7,500.00 shall be sent to Esmeralda Enriquez at 2227 W. Salinas, San Antonio, Texas 78207;
- (h) A payment in the amount of \$6,000.00 shall be sent to Maria Ferdin at 1603 Madrid St., San Antonio, Texas 78237;
- (i) A payment in the amount of \$6,000.00 shall be sent to Maria Fraga at P.O. Box 756

Spring Branch, Texas 78070;

- (j) A payment in the amount of \$6,000.00 shall be sent to Gloria Godina at 668 Palo Alto Drive, Von Ormy, Texas 78073;
- (k) A payment in the amount of \$10,000.00 shall be sent to Rosa Gongora at 1422 Sherman, San Antonio, Texas 78202;
- (l) A payment in the amount of \$7,500.00 shall be sent to Crucita Hernandez at 8231 Montgomery Oak, San Antonio, Texas 78239;
- (m) A payment in the amount of \$6,000.00 shall be sent Pablo Lopez, as Independent Administrator of the Estate of Maria Ernestina R. Lopez at 239 W. Palfrey, San Antonio, Texas 78223;
- (n) A payment in the amount of \$6,000.00 shall be sent to Natalia Ortiz at 122 Brenner, San Antonio, Texas 78237;
- (o) A payment in the amount of \$6,000.00 shall be sent to Elena Pacheco at 9415 Strech Avenue, San Antonio, Texas 78224;
- (p) A payment in the amount of \$9,000.00 shall be sent to Maria L. Reyna at 830 W. Hollywood, San Antonio, Texas 78212; and
- (q) A payment in the amount of \$13,000.00 shall be sent to Lupe Sandoval at 950 Keats Street, San Antonio, Texas 78211.

On the date of the fourth anniversary of the entry of the Consent Decree, UIW shall disburse funds totaling \$200,000.00 as follows:

- (a) A payment in the amount of \$11,000.00 shall be sent to Mary Jane Alvarez at 57 Winn, Universal City, Texas 78148;

- (b) A payment in the amount of \$11,500.00 shall be sent to Sylvia Barajas at 348 Pendleton, San Antonio, Texas 78204;
- (c) A payment in the amount of \$18,000.00 shall be sent to Armando Cedillo at 2511 Amity, San Antonio, Texas 78210;
- (d) A payment in the amount of \$18,000.00 shall be sent to Carlos Cedillo at 183 Alhaven Avenue, San Antonio, Texas 78210;
- (e) A payment in the amount of \$15,500.00 shall be sent to Timothy Don at 5518 Culebra #1523, San Antonio, Texas 78228;
- (f) A payment in the amount of \$18,000.00 shall be sent to Esmeralda Enriquez at 2227 W. Salinas, San Antonio, Texas 78207;
- (g) A payment in the amount of \$17,000.00 shall be sent to Maria Fraga at P.O. Box 756 Spring Branch, Texas 78070;
- (h) A payment in the amount of \$17,000.00 shall be sent to Gloria Godina at 668 Palo Alto Drive, Von Ormy, Texas 78073;
- (i) A payment in the amount of \$18,000.00 shall be sent to Crucita Hernandez at 8231 Montgomery Oak, San Antonio, Texas 78239;
- (j) A payment in the amount of \$18,000.00 shall be sent to Pablo Lopez, as Independent Administrator of the Estate of Maria Ernestina R. Lopez at 239 W. Palfrey, San Antonio, Texas 78223;
- (k) A payment in the amount of \$9,000.00 shall be sent to Natalia Ortiz at 122 Brenner, San Antonio, Texas 78237;
- (l) A payment in the amount of \$9,000.00 shall be sent to Elena Pacheco at 9415 Strech

Avenue, San Antonio, Texas 78224; and

- (m) A payment in the amount of \$20,000.00 shall be sent to Maria L. Reyna at 830 W. Hollywood, San Antonio, Texas 78212.

On the date of the fifth anniversary of the entry of the Consent Decree, UIW shall disburse funds totaling \$200,000.00 as follows:

- (a) A payment in the amount of \$41,500.00 shall be sent to Armando Cedillo at 2511 Amity, San Antonio, Texas 78210;
- (b) A payment in the amount of \$30,500.00 shall be sent to Carlos Cedillo at 183 Alhaven Avenue, San Antonio, Texas 78210;
- (c) A payment in the amount of \$27,000.00 shall be sent to Esmeralda Enriquez at 2227 W. Salinas, San Antonio, Texas 78207;
- (d) A payment in the amount of \$4,500.00 shall be sent to Gloria Godina at 668 Palo Alto Dr., Von Ormy, Texas 78073;
- (e) A payment in the amount of \$27,000.00 shall be sent to Crucita Hernandez at 8231 Montgomery Oak, San Antonio, Texas 78239;
- (f) A payment in the amount of \$6,000.00 shall be sent to Pablo Lopez, as Independent Administrator of the Estate of Maria Ernestina R. Lopez at 239 W. Palfrey, San Antonio, Texas 78223; and
- (g) A payment in the amount of \$63,500.00 shall be sent to Maria L. Reyna at 830 W. Hollywood, San Antonio, Texas 78212.

All payments due herein, with the exception of the first disbursement due on or before the fortieth (40th) day of the entry of the Consent Decree, shall be secured by annuities guaranteed by

G.E. Capitol.

14. A copy of the settlement checks and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

15. In consideration thereof, each Eligible Claimant shall execute a release of claims, a copy of which is attached hereto as **Exhibit B**.

16. In addition to the relief set forth in Paragraph 13, UIW shall provide eighteen (18) tuition waivers, each of which will provide for eight (8) full-time semesters of study at UIW. These eighteen (18) tuition waivers are for the benefit of the Eligible Claimants, their now living children and/or grandchildren. The assignment of each tuition waiver rests with the EEOC and shall survive the duration of this Decree.

TRAINING

17. UIW shall provide annual training on Title VII, including retaliation, according to the following terms:

- (a) UIW shall retain and pay for a consultant or lecturer (“trainer”), approved by EEOC, to provide training, lasting no fewer than four (4) hours in length, on the subject of the employment provisions of Title VII, including discrimination, hostile work environment, harassment, and retaliation;
- (b) The training will be provided to all UIW management, supervisory and human resource personnel, administrators and faculty members. All participants shall be required to sign a registry upon completion of the training. The refusal of a faculty member to attend training provided by UIW will not constitute non-compliance with

or a violation of this Consent Decree; and

- (c) UIW shall provide the initial training session in accordance with this Paragraph within ninety (90) calendar days of the entry of this Decree.

18. Within twenty (20) business days prior to any proposed training pursuant to this Decree, UIW shall submit at least two name(s), address(es), telephone number(s) and resume(s) of the proposed trainer(s), together with the date(s) of the proposed training session and a topic outline of the contents of the training to EEOC. EEOC shall then have five (5) business days from the date of receipt of the information to accept or reject the proposed trainer(s) and/or the contents of the topic outline. In the event that EEOC does not approve UIW's designated trainer(s) and/or outline, UIW shall have ten (10) business days to identify an alternate trainer(s) and/or submit a revised outline. In the event that EEOC does not approve UIW's alternate trainer(s) and/or revised outline, the EEOC and UIW shall submit their proposed designated trainers and/or revised outline to the Court for the Court's resolution of this disputed item only.

19. During the first year of the Consent Decree, UIW shall provide EEOC with copies of pamphlets, brochures, outlines or other written, audio taped or videotaped material(s) provided to the participants of all training session(s) within ten (10) business days of the initial training. If during the term of the Consent Decree, the pamphlets, brochures, outlines or other written, audio taped or videotaped material(s) provided to the participants of such training session(s) are revised, supplemented, and/or otherwise amended, all such materials shall be provided to the EEOC within ten (10) days of such revisions, supplementation, and/or amendments.

20. UIW shall certify semi-annually (June and December), to EEOC in writing that the training has taken place and that required personnel attended. Such certification shall include:

- (a) The date, location and duration of the training;
- (b) A copy of the registry of attendance which shall include the name and position or title of each person in attendance; and
- (c) A listing of all current management, supervisors, human resources personnel, administrators and faculty as of the date of training.

21. UIW shall provide this same training pursuant to and in compliance with Paragraphs 17 through 20 during each of the two subsequent years of the Decree for new employees and for those employees who missed the initial training session.

POSTING OF NOTICE

22. Within ten (10) business days after entry of this Decree, Defendant shall post copies of the Notice (11 in. x 17 in.) attached as **Exhibit C** to this Decree at its facility in all conspicuous locations easily accessible to and commonly frequented by employees. The Notice shall be in both English and Spanish and remain posted for the duration of this Decree from the date of entry of this Decree. UIW shall take all reasonable steps to ensure that the postings are not altered, defaced or covered by any other material. UIW shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. UIW shall permit a representative of EEOC to enter UIW's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

RECORD KEEPING

23. During the term of this Decree, UIW shall maintain records (including name, national origin, age, social security number, address and telephone number) of each person who complains, either formally or informally, of retaliation and/or national origin discrimination. Additionally, UIW

shall maintain records of the investigation and resolution of each complaint.

24. During the term of this Decree, UIW shall maintain and make available for inspection and copying by EEOC, at UIW's expense, records referenced in Paragraph 23. In addition, UIW shall make available all persons within its employ whom EEOC requests for purposes of verifying compliance with this Consent Decree and shall permit representatives of EEOC to meet with such persons on UIW's premises or a mutually agreeable location for such purposes on three (3) business days advance notice by EEOC.

25. Nothing contained in this Decree shall be construed to limit any obligation UIW may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

26. UIW shall furnish to EEOC the following written reports semiannually for the term of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due upon the expiration of the Decree. Each report shall contain:

- (a) The name, national origin, age, social security number, address and telephone number of all individuals who filed or made complaint(s) pursuant to Paragraph 9;
- (b) Copies of all complaints and documents relating to complaints filed or made pursuant to Paragraph 9;
- (c) All written findings relating to the complaint and investigation and remedial actions proposed pursuant to Paragraph 9;
- (d) All documents relating to resolution of the complaints and any remedial actions taken, if any; and
- (e) A certification by UIW that the Notices required in Paragraph 22 remained posted

during the entire term of this Decree.

27. During the term of this Consent Decree, UIW shall provide all employees hired after the entry of this Decree with a copy of the UIW's Administrators/Staff Guidelines and policies concerning non-discrimination and anti-harassment.

MISCELLANEOUS PROVISIONS

28. UIW shall bear the costs associated with its administration and implementation of the provisions of this Decree.

29. The parties to this Decree shall bear their own costs and attorney's fees, except as provided in paragraphs 24 and 28.

30. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns and successors of UIW.

31. When this Consent Decree requires the submission by UIW of documents or other materials to EEOC, such documents or other materials shall be mailed to Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED.

Signed this ____ day of _____, 2001.

HONORABLE ORLANDO GARCIA
United States District Judge

Respectfully submitted,

GWENDOLYN YOUNG REAMS
Associate General Counsel

ROBERT B. HARWIN
Regional Attorney
SBN: 076083 (District of Columbia)

LINDA GUTIERREZ
Supervisory Trial Attorney
SBN: 08642750

CONNIE LIEM
Trial Attorney
SBN: 00791113

JAVIER MALDONADO
Trial Attorney
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Trial Attorney
SBN: 00797471

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
San Antonio District Office
5410 Fredericksburg Road, Suite 200
San Antonio, Texas 78229-3555
(210) 281-7629
(210) 281-7669 (Fax)

ATTORNEYS FOR PLAINTIFF

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SBN: 09498980

GEORGE PETRAS, IV
SBN: 15850510

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816 Congress Ave.
Austin, Texas, 78701
(512) 708-1804
(512) 708-9037 Fax

ATTORNEYS FOR DEFENDANT

FRANK GONZALEZ'
WAIVER OF CLAIMS

EXHIBIT "A"

ELIGIBLE CLAIMANTS'
WAIVER OF CLAIMS

EXHIBIT "B"

NOTICE TO ALL EMPLOYEES

THE UNIVERSITY OF THE INCARNATE WORD IS FIRMLY COMMITTED TO A WORKING AND EDUCATION ENVIRONMENT FREE FROM ALL FORMS OF DISCRIMINATION AND HARASSMENT, WHETHER BASED ON SEX, RACE, COLOR, RELIGION, NATIONAL ORIGIN, CITIZENSHIP STATUS, AGE OR DISABILITY, OR FOR HAVING ENGAGED IN ACTIVITY PROTECTED BY TITLE VII OF THE CIVIL RIGHTS ACT OF 1964. DISCRIMINATION AND HARASSMENT ARE ANTITHETICAL TO THE MISSION OF THE UNIVERSITY OF THE INCARNATE WORD AND WILL NOT BE TOLERATED. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND/OR TERMINATION. THIS POLICY ALSO APPLIES TO ENGLISH-ONLY RULES IN THE WORKPLACE EXCEPT AS PERMITTED BY LAW.

THIS INCLUDES A STRICT POLICY AGAINST ANY HARASSMENT INCLUDING BUT NOT LIMITED TO DEROGATORY COMMENTS AND PHYSICAL ABUSE.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY, OR ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR NATIONAL ORIGIN, OR FOR HAVING OPPOSED OR COMPLAINED OF THE DISCRIMINATION, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM ANY SUPERVISOR OR THE DIRECTOR OF HUMAN RELATIONS, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY

EXHIBIT “C”

COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS
78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A COMPLAINT/CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION. EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. SA-99-CV-10900G
)	
UNIVERSITY OF THE INCARNATE)	
WORD,)	
Defendant.)	
)	

JOINT MOTION TO ENTER CONSENT DECREE

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiff Equal Employment Opportunity Commission ("EEOC") and Defendant University of the Incarnate Word, and file this, their Joint Motion to Enter Consent Decree in the above-captioned civil matter. In support of this Motion, the parties respectfully show the Court as follows:

EEOC and University of the Incarnate Word have resolved, compromised, and settled all matters at issue in this litigation, as evidenced by their signatures on the Consent Decree accompanying this Motion.

WHEREFORE, PREMISES CONSIDERED, Plaintiff Equal Employment Opportunity Commission and Defendant University of the Incarnate Word, respectfully request that this Court enter the Consent Decree attached to this Motion.

Respectfully submitted,

GWENDOLYN YOUNG REAMS
Associate General Counsel
ROBERT B. HARWIN
Regional Attorney
SBN: 076083
(District of Columbia)

LINDA GUTIERREZ
Supervisory Trial Attorney
SBN: 08642750

CONNIE LIEM
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ATTORNEYS FOR DEFENDANT

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

**EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
v.)
)
UNIVERSITY OF THE INCARNATE)
WORD,)
Defendant.)
)**

Civil Action No. SA-99-CV-1090OG

FINAL JUDGMENT ORDER ENTERING CONSENT DECREE

On this day came on to be heard the parties' Joint Motion to Enter Consent Decree. After reviewing the Consent Decree, the Court finds that all issues in the Complaint have been disposed of, that the parties are in agreement, and that the Consent Decree should be entered.

It is therefore ordered that the Consent Decree is hereby entered. The Court shall retain jurisdiction to enforce the terms and conditions as set forth in the Consent Decree, which is attached to the parties' Joint Motion to Enter Consent Decree.

Signed this ____ day of _____, 2001.

HONORABLE ORLANDO GARCIA
United States District Judge