

SETTLEMENT AGREEMENT BETWEEN

THE UNITED STATES OF AMERICA, THE BEAUMONT HOUSING AUTHORITY,

THE TEXAS MUNICIPAL LEAGUE JOINT SELF INSURANCE FUND,

AND THE TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL 1. The parties to this Agreement are the United States of America, the Beaumont Housing Authority (BHA), the Texas Municipal League (TML) Joint Self Insurance Fund and the TML Intergovernmental Risk Pool (the latter three parties will hereinafter be referred to collectively as "Respondents"). The parties hereby agree as follows:

FACTUAL AND JURISDICTIONAL BACKGROUND 2. In October 1993, Betty Rembert (a.k.a. Betty Guillory) filed a charge with the Equal Employment Opportunity Commission (EEOC) alleging that she had been repeatedly and continuously sexually harassed by her supervisor at the BHA, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S. § 2000e ("Title VII") (EEOC charge no. 330940205).

3. In August, 1997 the EEOC determined that there was reasonable cause to believe that Ms. Guillory had been discriminated against in her employment on the basis of her sex. The EEOC was unable to secure a conciliation agreement acceptable to it, and subsequently referred the charge to the Department of Justice. APP 42 U.S.C. § 2000e-5. The Department of Justice conducted a supplemental investigation.

4. The Attorney General of the United States is authorized, to institute a civil action against a local government employer, when the EEOC has determined that there is reasonable cause to believe that a violation of Title VII has occurred, and the EEOC has been unable to secure an acceptable conciliation agreement. See 42 U.S.C. § 2000e-5. These preconditions exist with respect to EEOC charge no. 330940205, filed by Ms. Guillory.

5. The BHA is a governmental body organized under the laws of the State of Texas, with the power to sue and be sued, and to enter into compromise agreements, including this one.

6. Title VII applies to the BHA, because it is a person within the meaning of 42 U.S.C. § 2000e(a) and an employer within the meaning of 42 U.S.C. § 2000e(b).

7. The United States alleges that the BHA subjected Ms. Guillory to discrimination on the basis of her sex in violation of Section 703 (a) of Title VII, 42 U.S.C. § 2000e-2(a).

8. The BHA denies that any action it has taken or failed to take constitutes a violation of Title VII.

9. This Agreement, in whole or in part, shall not be construed as an admission by the Respondents of liability, nor as an acceptance by the United States of any argument which the Respondents have previously made or may subsequently make as to the substance of the United States' allegations.

TERMS AND IMPLEMENTATION

10. The parties have determined that their respective interests can be met without engaging in protracted litigation to resolve this dispute and have therefore voluntarily entered into this Agreement, in accordance with which each agrees to the following:

11. The BHA, the TML Joint Self Insurance Fund and/or the TML Intergovernmental Risk Pool shall pay Ms. Guillory the total sum of \$44,500 within thirty days of receipt, by the undersigned counsel for the Respondents, of the executed release attached to this Agreement as Exhibit 1. The United States shall forward the executed release to the undersigned counsel for the Respondents immediately upon receipt from counsel for Ms. Guillory.

12. The Department of Justice shall issue to Ms. Guillory a notice of right to sue on EEOC charge no. 330940205 pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1). By her signature to the release in Exhibit 1,

Ms. Guillory agrees not to file a lawsuit on EEOC charge no. 330940205.

13. The BHA shall notify the undersigned counsel for the United States when payment to Ms. Guillory has been made, and shall forward a copy of the canceled check or other appropriate documentation indicating that payment has been received.

14. The BHA agrees that if asked for references for Ms. Guillory, it will not mention the filing of EEOC charge no. 330940205 or the facts and circumstances surrounding this matter.

15. In consideration for the Respondents' payment to Ms. Guillory of \$44,500, and in accordance with the terms of this

Agreement, the Attorney General shall not institute any civil action under Section 706 of Title VII, 42 U.S.C. § 2000e-5(f), on behalf of Ms. Guillory for the-unique factual circumstances of EEOC charge no. 330940205.

16. Except as provided in paragraph fifteen, nothing in this Agreement precludes or limits the Attorney General from bringing any civil action against the Respondents.

17. The Department of Justice may review compliance with this Agreement at any time. If the Department of Justice believes that the Agreement or any portion thereof has been violated, it will bring its concern (s) to the attention of the Respondents and the parties will attempt in good faith to resolve the concern(s). If the parties are unable expeditiously to resolve the concern(s), either party may move the appropriate United States District Court for resolution of the matter and/or enforcement of the Agreement, provided that written notice is first provided to the other party.

18. A signatory to this document in a representative capacity for either party represents that s/he is authorized to bind that party to this Agreement. ,

19. Failure by the Department of Justice to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of its right to do so.

20. In the event that this Agreement is challenged by a third party, the Respondents and the United States shall fully defend its lawfulness. If any such collateral challenge arises in state court, the Respondents shall promptly seek to remove the action to the appropriate United States District Court.

21. The parties shall bear their own costs, expenses and attorneys fees associated with this matter.

22. This Agreement and accompanying Exhibit 1 constitute the entire agreement between the parties on the matters raised herein. No statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained or referenced in this Agreement shall be enforceable.

23. The effective date of this Agreement is the date of the last signature below.

[The signatures of the parties follow on the next page.]

On behalf of the Plaintiff
 United States of America
 BILL LANN LEE
 Acting Assistant Attorney General
 Dated: _____

 Marybeth Martin
 Claire L. Gregory
 Attorneys

U.S. Department of Justice
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On behalf of the Respondents
Beaumont Housing Authority
Texas Municipal League Joint Self Insurance Fund
Texas Municipal League Intergovernmental Risk Pool

Frank D. Calvert, Esq.

Dated: _____

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