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U.S. DISTRICT COURT

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DISTRICT OF UTAH

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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

REID SCHOOL, INC.,

Defendant.

2:06cv831 TC
~~CV06-00831-TC~~

CONSENT DECREE

The United States Equal Employment Opportunity Commission (the "Commission") filed this action against Reid School, Inc., under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.* (Title VII) and the Civil Rights Act of 1991, 42 U.S.C. §1981a to correct alleged unlawful employment practices on the bases of sex and pregnancy and to provide appropriate relief to Tawna Pippin, who allegedly was adversely affected by such practices. The Commission alleged that Reid School, Inc. discriminated against Ms. Pippin by failing to hire and/or discharging her because of her pregnancy. Reid School denies these allegations.

1 (iii) assists, assisted, participates or participated in an investigation or proceeding brought
2 under the Federal or State laws prohibiting discrimination or retaliation.

3 **MONETARY RELIEF**

4 5. Defendant shall pay the amount of \$34,500. The payment shall be made
5 directly to Tawna Pippin by check or money order at the address provided by the EEOC.
6 This payment represents settlement of compensatory damages. Defendant shall make no
7 deductions from this amount. The compensation is to be paid within fifteen (15) calendar
8 days of the entry of this Consent Decree. By January 31, 2009, Defendant shall issue
9 United States Internal Revenue Service Form 1099 to Ms. Pippin for the payment.

10 6. Within 5 business days of the date the check or money order is placed in
11 the mail pursuant to this Consent Decree, a copy of the check will be furnished to the
12 Regional Attorney, Equal Employment Opportunity Commission, Phoenix District
13 Office, 3300 North Central Avenue, Suite 690, Phoenix, Arizona 85012.

14 7. Defendant will not condition the receipt of monetary relief on Ms. Pippin's
15 agreement to: (a) maintain as confidential the terms of this Decree; or (b) waive her
16 statutory right to file prospectively a charge with any federal or state anti-discrimination
17 agency; or (c) refrain from reapplying for a job with Defendant..

18 **OTHER RELIEF**

19 8. Defendant will institute and carry out policies and procedures that help
20 assure a work environment free from sex discrimination (including pregnancy
21 discrimination) for its employees and that allow employees to raise concerns or
22 complaints without retaliation about matters made unlawful by Title VII (whether
23 alleged, perceived or actual).

24 9. Defendant will post the Notice contained in the attached Attachment A.
25 The Notice will be posted in an appropriate place frequented by employees, for the
26 duration of this decree. The Notice shall be the same type, size, and style as Attachment
27 A.

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1 10. Dr. Ethna Reid shall attend a course, seminar or training session on
2 awareness of sex discrimination, with particular emphasis on forms of pregnancy
3 discrimination.

4 a. Defendant will arrange for and be financially responsible for the
5 course, seminar, or training session.

6 b. The course, seminar, or training session selected shall be subject to
7 approval by the Commission, which shall not be unreasonably withheld.

8 c. The training shall be at least two (2) hours in length, including
9 twenty (20) minutes for questions and answers.

10 d. The training shall be completed within sixty (60) days of entry of
11 this consent decree.

12 e. The training shall focus on sex discrimination, including
13 discrimination on the basis of pregnancy. The training shall cover typical
14 manifestations of pregnancy discrimination in the workplace at both the
15 application and employment phases; common challenges faced by pregnant
16 women in the workplace; legal obligations of employers of pregnant employees;
17 and informational resources available to employers with pregnant employees.

18 11. To assist Defendant in maintaining compliance in the area of anti-
19 discrimination and equal employment opportunity, within 30 (thirty) days of the entry of
20 the Decree, Defendant will select, subject to approval of the EEOC, an appropriate and
21 qualified employee or appropriate and qualified third-party administrator to be
22 responsible for the duties described in Paragraph 12. The EEOC shall notify Defendant
23 within fourteen (14) days whether or not it approves of Defendant's choice. If Defendant
24 selects one of its employees rather than a third-party administrator, the EEOC may
25 condition its approval of the selectee upon the selectee's completion of additional training
26 on pregnancy discrimination and the provisions of Title VII. In the event that the EEOC
27 and Defendant are unable to agree on the selection of an employee or third-party
28 administrator, they may each submit the names and curriculum vitae of not more than

1 two proposed employees or third-party administrators, and the Court will make the
2 selection. The EEOC consents to Reid School's selection of McKay, Burton & Thurman
3 should Reid School select it as the third-party administrator.

4 12. The employee or third-party administrator selected pursuant to Paragraph
5 11 shall be responsible for: (a) creating and implementing, and/or reviewing and
6 revising, Defendant's anti-discrimination policies; (b) creating and implementing, and/or
7 reviewing and revising, Defendant's procedures with respect to responding to and
8 keeping records regarding complaints received; (c) receiving and investigating
9 complaints of discrimination; (d) evaluating and, if appropriate, referring employees to
10 Defendant for discipline or termination for violation of Defendant's anti-discrimination
11 policies; and (e) preparing reports to the Commission, as required by this Decree.

12 13. Defendant will provide training on sex discrimination, including
13 discrimination on the basis of pregnancy, and retaliation, according to the following
14 terms:

15 a. Defendant will arrange for and be financially responsible for a
16 consultant/lecturer(s) who will provide consultation and a training session for all
17 of its employees. The training session(s) shall be provided jointly by the
18 consultant/lecturer(s).

19 b. The seminar training session shall be at least two (2) hours in length,
20 including thirty (30) minutes for questions and answers. All of Defendant's
21 supervisory, management and non-supervisory employees shall attend the seminar
22 session.

23 c. Defendant shall keep a written record of all employees who attend
24 the training. Defendant may at its election have duplicative sessions to
25 accommodate staffing needs or videotape the training session. Defendant shall be
26 responsible for any additional costs to provide such duplicative or videotaped
27 sessions.
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1 d. The seminar-training session shall be held within five months of the
2 entry of the consent decree.

3 e. All personnel, designated in Paragraphs 13(a) and (b) above, shall
4 both register for and attend the seminar-training session or view a videotape of the
5 session. The registry of attendance shall be retained by Defendant for the duration
6 of the Decree.

7 f. The training will include the subject of what constitutes pregnancy
8 discrimination, as well as retaliation for engaging in protected activity under Title
9 VII. In addition, the training will cover the myths and stereotypes often associated
10 with the ability of pregnant women to work. The training will also cover
11 discrimination in the hiring, firing, compensation, assignment or other terms,
12 conditions or privileges of employment; the prevention of discrimination; how to
13 provide a work environment free from discrimination, harassment and retaliation;
14 and to whom and by what means employees may complain if they feel they have
15 been subjected to discrimination, harassment or retaliation in the workplace. The
16 session shall also review and explain Defendant's anti-discrimination policies.

17 14. During the live training session(s), the consultant/lecturers will speak to the
18 employees about the discipline that can be taken against supervisors, managers and
19 employees who commit acts of discrimination, harassment or retaliation or allow
20 discrimination, harassment or retaliation to occur in the workplace; the importance of
21 maintaining an environment free of discrimination; and Defendant's anti-discrimination
22 policies. The Commission, at its discretion, may designate representatives to attend the
23 seminar training sessions. The representatives shall have the right to participate in the
24 sessions.

25 15. Within sixty (60) days of the entry of this Decree, Defendant will create
26 and implement, if such policies do not already exist, written policies concerning
27 discrimination and retaliation that conform with the law. Defendant's written policies
28 must include, at a minimum:

- 1 a. A strong and clear commitment to a workplace free of sex
2 discrimination, including discrimination on the basis of pregnancy;
- 3 b. A clear and strong encouragement of persons who believe they have
4 been discriminated against to come forward;
- 5 c. A description of the consequences, up to and including termination,
6 that will be imposed upon violators of the policy;
- 7 d. A statement of Defendant's intent to handle complaints of sex
8 discrimination, including pregnancy discrimination, as confidentially as
9 appropriate under the circumstances;
- 10 e. An assurance of non-retaliation for persons who believe they have
11 been discriminated against and for witnesses of discrimination;
- 12 f. That discrimination on the basis of sex, including pregnancy, by
13 anyone, including management officials, supervisors, vendors, suppliers, third
14 parties and customers, is prohibited and will not be tolerated;
- 15 g. The identification of specific alternative individuals, including
16 managers with their telephone numbers, to whom employees who have been
17 subjected to sex discrimination, including pregnancy discrimination, can report the
18 discrimination and who have the authority to investigate allegations of
19 discrimination in a neutral and confidential manner;
- 20 h. A written statement that an employee may report the harassment to a
21 designated person outside of his or her chain of management should the
22 complainant believe managers in the chain of command have a conflict of interest,
23 are implicated in the allegations, or may not adequately investigate the complaint;
24 and
- 25 i. Assurances that Defendant will investigate allegations of sex
26 discrimination, including pregnancy discrimination, promptly, fairly, reasonably
27 and effectively by appropriate investigators and that appropriate corrective action
28

1 will be taken by Defendant to make victims whole and to eradicate the
2 discrimination.

3 16. These policies shall be posted in a location frequented by employees at
4 Defendant's facilities in Utah. These policies shall be transmitted to Defendant's
5 employees by its CEO and distributed to each current employee within sixty (60) days of
6 the entry of the Decree. These policies shall be distributed to all new employees when
7 hired. These policies also shall be posted in a prominent place frequented by Defendant's
8 employees. Defendant shall make these written policies available in alternative formats as
9 necessary for persons with cognitive and print disabilities that may prevent them from
10 reading the policies. Alternative formats will include but not be limited to an audiotape
11 format.

12 17. Defendant shall promptly and appropriately investigate all complaints of
13 sex discrimination, including discrimination on the basis of pregnancy. The investigation
14 should include a finding of whether discrimination occurred, a credibility assessment;
15 interviews of all potential victims and witnesses identified; and concurrent notes of the
16 investigation. Defendant shall take immediate appropriate corrective action to make
17 discrimination victims whole, to discipline violators and to eradicate the discrimination.

18 18. Defendant shall not retain documents related to the investigation in any of
19 the complainant's personnel files. All disciplinary actions taken against employees for
20 violation of Defendant's policy will be retained in the violator's personnel file. In those
21 cases in which no conclusion could be reached on the allegations, the investigation
22 documents shall remain in the alleged violator's file.

23 **REFERENCES**

24 19. Within fourteen (14) days of the entry of the Decree, Defendant shall
25 provide Ms. Pippin with the written employment reference attached hereto as Attachment
26 B and shall provide a copy of Attachment B whenever an employment reference is
27 requested by the prospective employer of Ms. Pippin.

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1 **REPORTING BY DEFENDANT AND ACCESS BY EEOC**

2 20. Defendant, or its representative, shall report in writing to the Regional
3 Attorney of the Commission's Phoenix District Office at 3300 N. Central Ave., Suite 690,
4 Phoenix, Arizona 85012, beginning six months from the date of the entry of this Decree,
5 and thereafter every six months for the duration of the Decree the following information:

6 a. Any changes, modifications, revocations, or revisions to its policies
7 and procedures which concern or affect the subject of sex discrimination,
8 including pregnancy discrimination, and retaliation.

9 b. The name, address, position, and telephone number of any individual
10 who has brought allegations of discrimination and/or retaliation against
11 Defendant's personnel, formal or informal, including, but not limited to,
12 management officials, vendors, agents, employees and/or customers, during the
13 six months preceding the report. The nature of the complaint, investigatory efforts
14 made by Defendant and the corrective action taken, if any, shall be specified.

15 c. The registry of persons attending the seminar(s) required in
16 Paragraph 13(e) of this Decree and a list of current personnel employed by
17 Defendant on the days of the seminar-training sessions.

18 d. Confirmation that: (i) the Notice required in Paragraph 9 of this
19 Decree was posted and the location(s) where it was posted; and (ii) the policies
20 required in Paragraph 15 were distributed to each current and new employee and
21 posted.

22 21. The Commission, upon reasonable notice, shall have the right to enter and
23 inspect Defendant's premises to ensure compliance with this Decree.

24 **CERTIFICATION OF COMPLIANCE**

25 22. Defendant, or its representative, will report in writing to the Commission
26 on a semi-annual bases within six (6) months from the entry of this Decree. The
27 certification shall state that Defendant has taken the action required with each and every
28 provision of this Consent Decree.

1 23. The duration of this Decree shall be thirty-six (36) months from the date of
2 its entry.

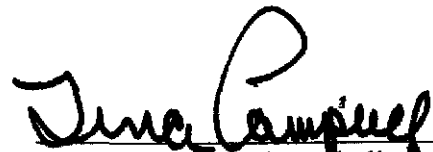
3 24. The parties shall bear their own attorneys' fees and costs incurred in this
4 action up to the date of entry of this Decree.

5 25. This Court shall retain jurisdiction of this action for a period of thirty-six
6 (36) months after entry of the Decree. This Decree shall expire by its own terms at the
7 end of thirty-six (36) months after entry of the Decree, without further action by the
8 parties or the Court.

9 26. The Commission may petition this Court for compliance with this Decree at
10 any time during which this Court maintains jurisdiction over this action. If the
11 Commission determines that the Defendant has not complied with the Consent Decree,
12 the Commission will provide written notification of the alleged breach to the Defendant
13 and will not petition the Court for enforcement sooner than thirty (30) days after
14 providing written notification. If the Commission petitions the Court and the Court finds
15 the Defendant to be in violation of the terms of the Decree, the Court may extend this
16 Consent Decree or order other appropriate relief as may be necessary to remedy
17 Defendant's non-compliance. At the end of thirty-six (36) months, this lawsuit will be
18 dismissed with prejudice, provided that the Defendant has complied with the terms of this
19 Consent Decree.


20 27. The parties agree to the entry of this decree subject to final approval by the
21 Court.

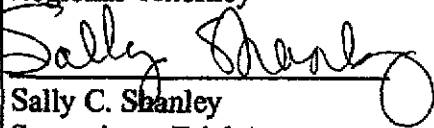
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23 DATED this 26 day March of 2008.

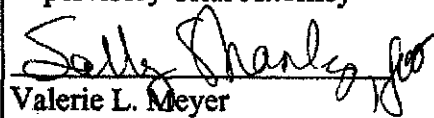
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26 Honorable Tena Campbell
27 U.S. District Court Judge
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APPROVED AND CONSENTED TO:

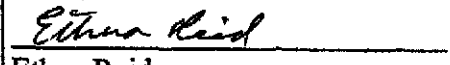


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Regional Attorney


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Attorneys for Defendant


Ethna Reid
~~Reid School~~ 
Director

ATTACHMENT A

**NOTICE TO ALL EMPLOYEES OF
REID SCHOOL, INC**

This notice is posted pursuant to a consent decree entered into in case *EEOC v. Reid School, Inc.*, CIV-06-00831-TC under Title VII of the Civil Rights Act of 1964.

It is unlawful under federal law (Title VII of the Civil Rights Act of 1964) and state law to discriminate against an employee on the basis of pregnancy. It is also unlawful to retaliate against any person because the person protested discriminatory practices or contacted the EEOC.

Reid School, Inc. will not discriminate against any employee on the basis of pregnancy and will not retaliate against any employee.

If you believe you have been discriminated against by Reid School, Inc., you have the right to seek assistance from:

(1) EEOC, 3300 North Central Avenue, Suite 690, Phoenix, Arizona 85012, (602) 640-5000; or

(2) Utah Antidiscrimination and Labor Division (UALD), 160 East 300 South, 3rd Floor, Salt Lake City, UT 84111, (801) 530-6801 or 1-800-222-1238 or (801) 530-7685 (TDD)

and/or have the right to file a charge with the EEOC or UALD if you believe you are being discriminated against.

No Retaliation Clause. No action may be taken against you by any supervisory or management official of Reid School for (1) opposing discriminatory practices made unlawful by federal law, (2) filing a charge or assisting or participating in the filing of a charge of discrimination, or (3) assisting or participating in an investigation or proceeding brought under state or federal anti-discrimination laws. Should any such retaliatory actions be taken against you, you should immediately contact me and/or the EEOC or the UALD at the address or telephone numbers listed above.

Dated:

Ethna Reid
Reid School, Inc.

ATTACHMENT B

[Reid School Letterhead]

To Whom It May Concern:

This letter will serve to confirm Tawna Pippin's employment with Reid School from July 1999 to May 2002. During this time, Ms. Pippin held the position of preschool teacher. At all times during this period, Ms. Pippin performed her job duties in a competent manner. In addition, Ms. Pippin is eligible for rehire at Reid School.

Sincerely,

Dr. Ethna Reid
Reid School