

SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF JUSTICE, CARLOS PEREZ, AND DISTRICT OF COLUMBIA PUBLIC SCHOOLS

1. The parties to this Agreement are the United States Department of Justice, District of Columbia Public Schools, and Carlos Perez. In this Agreement: (a) the United States Department of Justice is referred as the "Department;" (b) District of Columbia Public Schools, its agents, employees, officials, designees, and successors in interest, are referred to as "DCPS;" (c) Carlos Perez is referred to as "Mr. Perez;" (d) the Equal Employment Opportunity Commission is referred to as the "EEOC;" (e) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et. seq.*, is referred to as "Title VII." As used in this Agreement, the term "effective date of this Agreement" is the date of the latest signature below.

The parties hereby agree as follows:

FACTUAL AND JURISDICTIONAL BACKGROUND

2. This matter arises from EEOC charge number 100-A1-0032, filed by Mr. Perez on or about October 4, 2000, with the District of Columbia Office of Human Rights and the Washington, D.C. area office of the EEOC. On or about July 24, 2002, the EEOC issued a determination letter finding reasonable cause to believe that DCPS had discriminated in employment against Mr. Perez on the basis of his national origin (Hispanic), in violation of Title VII, 42 U.S.C. § 2000e-2(a)(1), when it failed to promote him to the position of Painter Supervisor or Painter Leader. After conciliation was unsuccessful, the EEOC referred the charge to the Department, pursuant to § 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1).

3. This Agreement, in whole or in part, shall not be construed as an admission by DCPS of

liability or as an acceptance by the Department of any argument which DCPS has previously made or may subsequently make as to the substance of the allegations in charge number 100-A1-0032 and EEOC charge number 100-2003-00710.

4. The parties have determined that their respective interests can be better met without engaging in protracted litigation to resolve this dispute and have therefore voluntarily entered into this Agreement.

OFFER BY DPCS AND ACCEPTANCE BY MR. PEREZ

5. DCPS will not engage in discrimination or engage in retaliation against Mr. Perez because he has opposed any practice made unlawful by Title VII, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing regarding any practice under Title VII.

6. DCPS offers to classify Mr. Perez's current position of Assistant Building Service Manager, as an EG-12, Step 8, with the same job description, duties, and responsibilities as his current position, and to pay him an annual salary of \$55,850, effective on the date this agreement is signed.

7. DCPS offers to pay Mr. Perez a monetary award in the amount of \$27,925, on or before October 1, 2005, but no later than October 31, 2005.

8. DCPS affirms Mr. Perez's seniority as an employee of DCPS as December 7, 1984.

9. By his signature to this Agreement and his execution of the "Release of All Claims," attached as Exhibit A hereto, Mr. Perez is accepting the above-described offer by DCPS.

OTHER PROVISIONS

10. The Attorney General of the United States will not institute any civil action alleging

employment discrimination by DCPS on the basis of EEOC charge number 100-A1-0032 filed by Mr. Perez.

11. Nothing in this Agreement precludes the Attorney General from bringing any action under any statute or regulation against DCPS under factual circumstances other than those of EEOC charge number 100-A1-0032.

12. Within sixty (60) days after payment of the monetary award by DCPS as specified in Paragraph 12 above, the Department will issue to Mr. Perez a notice of right to sue on EEOC charge number 100-A1-0032 pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1). By his signature to this Agreement and the Release of All Claims, annexed hereto and incorporated herein and made a part hereof as Exhibit A, Mr. Perez agrees not to file a lawsuit based on EEOC charge number 100-A1-0032, as well as EEOC charge number 100-2003-00710, currently pending before the EEOC.

13. If the Department believes that this Agreement or any portion of it has been violated, it will raise its concern(s) with DCPS, and the parties will attempt to resolve the concern(s) in good faith.

14. A signatory to this document in a representative capacity for any party represents that he or she is authorized to bind that party to this Agreement.

15. Failure by a party to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.

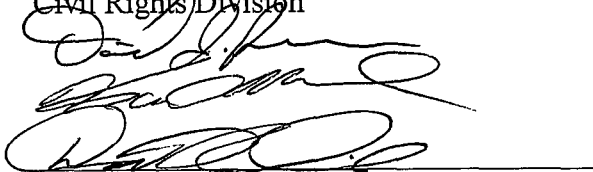
16. The parties to this Agreement agree that this Agreement is a public document and DCPS and Mr. Perez waive any and all claims that the Agreement or any part of the Agreement is confidential. The parties further agree that this Agreement constitutes the entire agreement

between the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained or referenced in this written Agreement, shall be enforceable. Copies of this Agreement will be made available to any person by the Department upon request.

Agreed and Consented To:

For the United States Department of Justice

BRADLEY J. SCHLOZMAN
Acting Assistant Attorney General
Civil Rights Division



DAVID J. PALMER
Chief
Employment Litigation Section
KAREN D. WOODARD
DAVID P. AVILA
Attorneys
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, NW
Washington, D.C. 20530

9/28/05 Date



CARLOS PEREZ
Charging Party on EEOC Charge No. 100-A1-0032
and EEOC Charge No. 100-2003-00710.
10349 Metropolitan Avenue
Kensington, MD 20895

9/28/05 Date

For District of Columbia Public Schools

Ericka A. Pierson

ERICKA PIERSON

District of Columbia Public Schools

Acting General Counsel

825 North Capitol Street, NE

Floor 6

Office of General Counsel

Washington, D.C. 20001

9/27/05 Date

EXHIBIT A

RELEASE OF ALL CLAIMS

Washington}

District of Columbia}


For and in consideration of the acceptance of the relief, or any part of it, offered to me by the District of Columbia Public Schools ["DCPS"] pursuant to the provisions of the Settlement Agreement among the United States Department of Justice, DCPS and myself, I, Carlos Perez, hereby release and forever discharge DCPS, its current and future officials, employees and agents, of and from all legal and equitable claims arising out of and connected with EEOC Charge Number 100-A1-0032, and EEOC Charge Number 100-2003-00710, both filed by me. I further agree that I will not exercise any right to institute against DCPS any civil action alleging employment discrimination on the basis of the allegations contained in EEOC Charge Number 100-A1-0032 or EEOC Charge Number 100-2003-00710.

I understand that the relief to be given to me in consideration for this Release does not constitute an admission by DCPS of the validity of any claim raised by me or on my behalf.

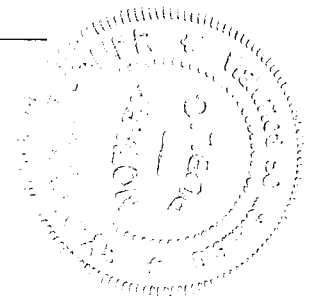
This Release and the referenced Settlement Agreement constitute the entire agreement between DCPS and myself, without exception or exclusion.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.


Date: 9/28/05



Carlos Perez



Subscribed and sworn to before me this 28th day of SEPTEMBER, 2005.



Notary Public

My Commission Expires August 14, 2010
My commission expires: _____