IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, LUSHONDA SMITH, and CHARITY BROOKS,	)	
Plaintiff and Plaintiff-Intervenors,	)	Case No.: 08-0731-CV-W-SOW
v.	)	
IMAGINE SCHOOLS, INC.,	)	
Defendant.	)	

ORDER

Before the Court is a Joint Motion to Approve Consent Decree (Doc. #77).

Plaintiff Equal Employment Opportunity Commission ("the EEOC") commenced this action alleging that Imagine Schools, Inc. ("Defendant") discriminated against LuShonda Smith and Charity Brooks ("Intervenors") in violation of Title VII of the Civil Rights Act of l964 ("Title VII") by failing to retain Intervenors because of their pregnancies. The Court permitted them to intervene through private counsel in the EEOC's suit to assert claims against Defendant under Title VII and the Missouri Human Rights Act. For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation. The parties agree that the entry of this Consent Decree shall not be construed as an admission that Defendant violated any laws.

It is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action; (ii) the requirements of law will be carried out by the implementation of this Decree;

(iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties; and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this litigation.

Accordingly, it is hereby

ORDERED that the Joint Motion to Approve Consent Decree (Doc. #77) is granted and the following Consent Decree is entered:

I. General Provisions

1. This Consent Decree is being entered with the consent of the parties for purposes of settlement and shall not constitute a judgment on the merits of this lawsuit.

2. During the two-year term of this Consent Decree, Defendant shall not discriminate based on sex, including pregnancy discrimination, against any employee of or applicant for employment at any facilities in the State of Missouri over which Samuel L. Howard has oversight responsibilities.

3. During the two-year term of this Consent Decree, Defendant shall not retaliate against any employee of or applicant for employment at any facility owned or operated by Defendant in the State of Missouri, because such employee or applicant has opposed any practices constituting possible sexual harassment or sex discrimination and/or has participated in any internal, government agency, or court proceeding concerning possible sex discrimination, including pregnancy discrimination.

II. Relief for Intervenors

1. Within thirty (30) days of the Court's entry of this Consent Decree, Defendant shall provide the following monetary relief to Intervenors, with such monetary relief to be allocated and

made payable as set forth in separate settlement agreements and releases executed by and between the respective Intervenors and Defendant:

a. A total of $295,000.00 for back pay, compensatory damages, and attorneys' fees to resolve all claims filed on behalf of LuShonda Smith;

b. A total of $275,000.00 for back pay, compensatory damages, and attorneys' fees to resolve all claims filed on behalf of Charity Brooks.

2. Within thirty (30) days of the Court's entry of this Consent Decree, Defendant shall send a written report to Barbara A. Seely, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, MO 63103, certifying that it has complied with the requirements of paragraph II.1(a) and (b), above.

III. Notice Posting

1. Within thirty (30) days of the Court's entry of this Consent Decree, Defendant shall cause a member of its Legal Department to sign and shall, during the two-year term of this Consent Decree, conspicuously post the Notice set forth in Attachment A on any and all employee bulletin boards and other on-line and/or physical locations for posting announcements, at any and all facilities owned or operated by Defendant in the State of Missouri.

IV. Training

1. Within sixty (60) days of the Court's entry of this Consent Decree, Defendant shall provide four (4) hours of training by an outside reputable trainer on sex discrimination, including training on the Pregnancy Discrimination Act of 1978 ("PDA"), to Samuel L. Howard and any and all other executive, management, and human resources employees whose duties and responsibilities include facilities within the State of Missouri, with such training to include Defendant's obligations not to discriminate against a qualified individual because of such individual's pregnancy in hiring,

rehiring, retention, transfer, promotion, advancement, termination, compensation, job training, and any and all other terms, conditions, and privileges of employment.

2. Within thirty (30) days of the Court's entry of this Consent Decree, Defendant shall provide in writing to Barbara A. Seely, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, MO 63103, the outside reputable trainer's contact information, the names and positions of the employees to be trained, and the date(s) scheduled for such training.

3. Within thirty (30) days of the completion of such training, Defendant shall provide in writing confirmation to Barbara A. Seely, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, MO 63103, of its compliance with the requirements of IV.1 and 2, above, including the actual dates of such training and the names and positions of all employees who attended the training.

V. Policy Dissemination

1. Within sixty (60) days of the Court's entry of this Consent Decree, a member of Defendant's Legal Department shall sign and disseminate an anti-discrimination policy to all employees over whom Sam Howard has oversight responsibilities and/or assigned to facilities owned or operated by Defendant in the State of Missouri, setting forth, at a minimum, the following:

a. the legal definition of unlawful discrimination under the PDA;

b. a clear and effective procedure with multiple reporting channels for applicants and employees to report possible sex discrimination, including pregnancy discrimination; and

c. a pledge of no retaliation against any employee or applicant because such employee or applicant has opposed any practices constituting possible sexual harassment or sex discrimination and/or has participated in any internal,

government agency, or court proceeding concerning possible sex discrimination, including pregnancy discrimination.

2. Within sixty (60) days of the Court's entry of this Consent Decree, Defendant shall provide a copy of the disseminated policy to Barbara A. Seely, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, MO 63103.

VI. Reporting

1. Within six (6) months of the Court's entry of this Consent Decree, and every six (6) months thereafter during the two-year term of the Consent Decree a member of Defendant's Legal Department shall provide a written report to Barbara A. Seely, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, MO 63103, concerning pregnant employees or applicants ("employees") at facilities owned or operated by Defendant in the State of Missouri, containing the following information:

a. name, last known residential address, and last known land line and/or cell telephone number of each employee who notified Defendant that she was pregnant;

b. the date of such notification;

c. the employee's job title;

d. what actions, if any, Defendant took in response to such notification of the pregnancy, including but not limited to whether Defendant transferred the employee from her position, changed her duties, demoted her, required her to take a medical or other leave, terminated her, and/or failed to hire or retain her;

e. the reason(s) for Defendant's actions and the date(s) of such action;

f. whether the employee filed an internal complaint about Defendant's actions;

g. allegations of such complaint;

h. name and position title of any and all persons who received the complaint, participated in any investigation of such complaint, and/or recommended or determined the resolution of complaint;

i. what actions were taken, if any, in response to such complaint; and

j. copies of any and all documents concerning any investigation of such complaint, including but not limited to copies of written complaints and investigation notes.

VII. Term and Effect of Decree

1. This Consent Decree shall be binding upon the parties hereto, their successors, and assigns.

2. This Consent Decree shall be in force for a period of two (2) years. During the Consent Decree's term, the Court shall retain jurisdiction of this case for purposes of enforcement.

3. The parties shall bear their own costs and attorneys' fees except as otherwise agreed pursuant to this Consent Decree.

It is further

ORDERED that defendant Imagine Schools, Inc.'s Motion for Summary Judgment on Count II of Plaintiff-Intervenors' Complaint (Doc. #57) is dismissed as moot.

/s/ Scott O. Wright
SCOTT O. WRIGHT
Senior United States District Judge

DATED: March 19, 2010