

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES DEPARTMENT OF JUSTICE, ADEL OUBARI  
AND PLANO INDEPENDENT SCHOOL DISTRICT**

1. The parties to this Agreement are the United States Department of Justice, Plano Independent School District and Adel Oubari. The United States Department of Justice is referred to hereinafter as the "Department." Plano Independent School District, its agents, employees, officials, designees, and successors in interest, are referred to hereinafter as "PISD." Adel Oubari is referred to hereinafter as "Mr. Oubari." The Equal Employment Opportunity Commission is referred to hereinafter as the "EEOC." Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et. seq.*, is referred to hereinafter 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 numbers 310983216 and 310A00288, filed by Mr. Oubari on or about September 22, 1998 and November 23, 1999, respectively, with the Dallas district office of the EEOC. On or about September 13, 1999, the EEOC issued a determination on charge number 310983216 that reasonable cause existed to believe that PISD had discriminated in employment against Mr. Oubari on the basis of his religion (Islam) in violation of Title VII, 42 U.S.C. § 2000e-2(a)(1). On or about September 13, 1999, the EEOC issued a determination on charge number 310A00288 that reasonable cause existed to believe that PISD had discriminated in employment against Mr. Oubari on the basis of his religion (Islam) and that PISD retaliated against Mr. Oubari in violation of Title VII, 42 U.S.C. § 2000e-2(a)(1), -3(a). PISD denied all charges. After conciliation was unsuccessful, the EEOC referred the charges to the Department, pursuant to §706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1).

3. Title VII applies to PISD 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).

4. The Department has authority to file suit on EEOC charge numbers 310983216 and 310A00288 under Title VII, 42 U.S.C. §2000e-5(f)(1).

5. This Agreement, in whole or in part, shall not be construed as an admission by PISD of liability nor as an acceptance by the Department of any argument which PISD has previously made or may subsequently make as to the substance of the allegations in charge numbers 310983216 and 310A00288.

6. 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.

**ACTIONS TO BE TAKEN BY PISD**

7. PISD will not engage in any act or practice that has the purpose or effect of unlawfully discriminating against any employee or potential employee in PISD's Transportation Department because of that individual's good faith religious observances, practices and/or beliefs.

8. PISD will use non-discriminatory employment policies designed reasonably to accommodate the good faith religious observances, practices and/or beliefs of employees in PISD's Transportation Department.

9. PISD will provide training with respect to Title VII's prohibitions against employment discrimination based on religion to its supervisory personnel of Transportation Department employees. This training will be conducted by a representative or representatives of the Employment Litigation Section of the Civil Rights Division of the Department or a designee, and will be limited in time to one day or less. The training will take place within 180 days of the effective date of this Agreement and will be scheduled at a time acceptable to both the United States and PISD.

10. PISD will require that all supervisory personnel of the Transportation Department attend the training session described in paragraph 9.

11. PISD will incorporate the following into its existing religious accommodation policy (currently known as "DEC (LOCAL)"):

- A statement explaining that "religion" means all aspects of religious observance, practice and belief;
- A statement explaining that supervisory employees may not favor one religion over another and that a supervisor must treat all requests for religious accommodation in the same manner, regardless of the religion of the individual requesting the accommodation or the religious observance, practice and/or belief at issue;
- A statement explaining that the employer has a duty to reasonably accommodate an employee's request for religious accommodation based on the employee's religious observance, practice and/or belief unless the employee's request would place an undue burden on the employer;
- A clear statement of the procedure to be used by employees who wish to request a religious accommodation and an explanation of how an employee may appeal the denial by a supervisor of a request for religious accommodation;
- A statement encouraging all supervisory personnel to contact PISD's human resources department for guidance in the event that a supervisor believes that an employee's request for accommodation cannot be granted without causing undue hardship to PISD.

12. Within thirty (30) days after the effective date of this Agreement, PISD will distribute to all supervisory personnel in PISD's Transportation Department a copy of the revised religious accommodation policy described in paragraph 11 and post for 90 days a copy of the policy in a conspicuous location commonly used for posting notices to employees of the Transportation Department.

13. PISD will offer to pay Mr. Oubari a monetary award in the amount of \$ 5,000.00.

14. By his signature to this Agreement and his execution of the "Release of All Claims," attached as Exhibit A hereto and incorporated herein, Mr. Oubari is accepting the above-described offer by PISD.

15. PISD will pay to Mr. Oubari the monetary award specified in paragraph 13 of this Agreement within fifteen (15) days after the effective date of this Agreement.

#### **TERM OF AGREEMENT, RECORD-KEEPING AND REPORTING**

16. The life of this Agreement shall be for two years from the effective date of this Agreement. PISD

will retain during the life of this Agreement records necessary to document the implementation of this Agreement. During the life of this agreement, PISD will furnish records and documents relevant to its compliance with the implementation of this Agreement to counsel for the Department within thirty (30) days of any written request to PISD's attorney.

17. PISD will retain all records that come into its possession during the life of this Agreement relating to complaints or charges of employment discrimination based on religion filed against PISD or its Transportation Department or an employee, agent or representative of PISD and pertaining to an employee or applicant for employment in the Transportation Department: (a) through PISD's internal grievance procedure; (b) with the United States Equal Employment Opportunity Commission; or (c) through or with any other federal, state or local agency authorized to receive such complaints. PISD shall retain the records described in this paragraph for the life of this Agreement. The Department will have the right to inspect and copy all documents related to such complaints or charges upon reasonable notice to PISD.

### **OTHER PROVISIONS**

18. The Attorney General of the United States is authorized, pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1), to institute a civil action against a local government employer when the EEOC has determined that there is reasonable cause to believe, based on a charge of employment discrimination, that a violation or violations of Title VII have occurred and the EEOC has been unable to secure an acceptable conciliation agreement. These preconditions exist with respect to EEOC charge numbers 310983216 and 310A00288 filed by Mr. Oubari. In consideration for the measures agreed to be taken by PISD in this Agreement, including offering the relief to Mr. Oubari set forth in this Agreement, the Attorney General will not institute any civil action alleging employment discrimination by PISD on the basis of EEOC charge numbers 310983216 and 310A00288 filed by Mr. Oubari.

19. Nothing in this Agreement precludes the Attorney General from bringing any action under any statute or regulation against PISD under factual circumstances other than those of EEOC charge numbers 310983216 and 310A00288.

20. Within sixty (60) days after the effective date of this Agreement, the Department will issue to Mr. Oubari a notice of right to sue on EEOC charge numbers 310983216 and 310A00288 pursuant to Section 706(f)(1) of Title VII, 42 U.S.C. § 2000e-5(f)(1). However, 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. Oubari agrees not to file a lawsuit on EEOC charge numbers 310983216 and 310A00288.

21. The Department, in the name of the United States, may institute a civil action in the appropriate United States District Court to enforce this Agreement, if it believes that this Agreement or any requirement thereof has been violated. The Department may review compliance with this Agreement at any time. If the Department believes that this Agreement or any portion of it has been violated, it will raise its concern(s) with PISD, and the parties will attempt to resolve the concern(s) in good faith. PISD will be given 14 days to cure any alleged breach of this Agreement, after the alleged breach has been brought to its attention, prior to the institution of any enforcement action.

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

23. Failure by the Department 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.

24. The parties to this Agreement agree that this Agreement is a public document and PISD and Mr. Oubari waive any and all claims under Title VII and any other law 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 either party or agents of either party, that is not contained or referenced in this written Agreement, shall be enforceable. Copies of this Agreement shall be made available to any person by the Department upon request. PISD and Mr. Oubari agree that either party or the Department of Justice shall be permitted to post this

Agreement on their respective websites, issue press releases regarding this Agreement and make the Agreement public in any other lawful manner.

Agreed and Consented To:

For the United States Department of Justice RALPH F. BOYD, JR.  
Assistant Attorney General

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WILLIAM B. FENTON  
KATHLEEN T. TOOMEY  
Attorneys  
U. S. Department of Justice  
Civil Rights Division  
Employment Litigation Section  
601 D Street, NW  
Washington, D.C. 20004  
(202) 616-9504

\_\_\_\_\_ Date

For Plano Independent School District

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DANNY MODISETTE  
Deputy Superintendent  
2700 West 15<sup>th</sup> Street  
Plano, TX 75075  
(469) 752-8100

\_\_\_\_\_ Date

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ADEL OUBARI  
Charging Party on EEOC Charge Nos.  
310983216 and 310A00288  
1109 Clearview Drive  
Allen, TX 75002

\_\_\_\_\_ Date

**EXHIBIT A**

**RELEASE OF ALL CLAIMS**

State of Texas }

County of Collin }

For and in consideration of the acceptance of the relief, or any part of it, offered to me by Plano Independent School District ("PISD") pursuant to the provisions of the Settlement Agreement between the United States Department of Justice, PISD and myself, I, Adel Oubari, hereby release and forever discharge PISD, its current and future officials, employees and agents, of and from all legal and equitable claims arising out of and connected with EEOC Charge numbers 310983216 and 310A00288 filed by me. I further agree that I will not exercise any right to institute against PISD any civil action alleging employment discrimination on the basis of EEOC charge numbers 310983216 and 310A00288 or any of the facts alleged therein.

I understand that the relief to be given to me in consideration for this Release does not constitute an admission by PISD 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 PISD 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: \_\_\_\_\_

\_\_\_\_\_  
Adel Oubari  
Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_