STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

SETTLEMENT AGREEMENT

CRD Case Number: [redacted]
EEOC Case Number: [redacted]

Complainant: [redacted]

Respondent: Lemoore Union Elementary School District

In exchange for the promises and representations set forth herein, [redacted] ("Complainant") and Respondent Lemoore Union Elementary School District ("Lemoore," "The District," or "Respondent"), agree to resolve the above-listed complaint ("CRD Complaint") pursuant to the following terms and conditions:

1. This Agreement will take effect once it has been signed by all parties and an authorized CRD representative.

2. The Parties intend and agree that this Agreement is binding and enforceable as permitted under law and that the terms are contractual and not mere recitals. As such this Agreement may be used as evidence if any Party brings a proceeding to enforce this Agreement.

3. By signing this Agreement, no Party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint for any purpose.

4. In exchange for Complainant's promises in this Agreement, Respondent agrees to:
    a. Pay a total settlement sum of Ninety Thousand Seven Hundred Five Dollars and zero cents ($90,705.00) to the Complainant. Payment shall be made in two separate checks, issued in the following amounts: (1) $30,000.00, which amount shall be attributed to Complainant's claims for non-economic damages; and (2) $60,705.00, which amount shall be attributed to Complainant's claims for lost wages. All settlement payments shall be paid via check, made payable directly to Complainant, and mailed to Complainant, within forty-five (45) calendar days of the Effective Date of this Agreement. Complainant shall provide a completed W-9 to the District for this purpose.
    b. In exchange for Complainant's agreement to the terms of this Agreement, the District agrees that former District Assistant Superintendent-Special Services [redacted] shall provide a job reference to Complainant at her request. Any reference provided by [redacted] shall be limited to matters directly within his knowledge during the time period he worked with Complainant. Complainant may request either a written letter of recommendation or may request to include [redacted] as a reference to receive a telephone call from any future employer. Should

Complainant request a written letter, [redacted] shall be provided reasonable and sufficient time to draft such letter, up to and including ten (10) business days. All reference requests made to [redacted] from Complainant should be made directly to [redacted] via email at [redacted]

c. To implement the following measures:

Within 90 days of the Effective Date, the District will provide a mandatory training for all school-site and district supervisors and managers by Respondent's Director of HR or a mutually agreed-upon trainer between the CRD Legal Division and Respondent's Director of HR. Should the District require additional time in any given year to conduct such training, it may request an extension of time through CRD's Legal Division, which will be granted for good cause. The training will be conducted in a single four-hour session, over two, two-hour sessions, or in a combination of a two-hour session and two, one-hour sessions. Subject to the granting of an extension by CRD's Legal Division, the District, in its sole discretion, may determine whether they provide one, two or three trainings during the year and the timing during the year for each training. The District will provide CRD's Legal Division with the training materials 45 days prior to the training and CRD will have 30 days to provide comments and feedback on the content of the training. The training shall cover the following topics:

1. Identifying when to initiate the interactive process;
2. Assessing and providing interim accommodations;
3. Definition and examples of reasonable accommodations;
4. Definition and examples of disability harassment and retaliation;
5. Awareness and understanding of disabilities, including those that may be hidden or non-visible to others; and
6. Prohibition against retaliation against those who engage in civil rights-related protected activities, such as requests for reasonable accommodations, including job-protected leave under FEHA.

The training may be recorded. Should the District opt to provide live in-person training on a yearly basis, recordings of the training need not be offered by the District to employees. If the above-referenced training is not provided live on a yearly basis, prior to September 30 for each of the next three school years (2025-2026, 2026-2027, and 2027-2028), all new school-site and district supervisors and managers shall be required to watch the recorded training as part of their on-boarding to the District.

ii. If the above-referenced training is not provided live on a yearly basis, prior to the beginning of the 2026-2027 and 2027-2028 school years, the District will provide a two-hour mandatory refresher training for all school-site and district supervisors and managers. The purpose of the refresher training is to review the content of the training discussed above in Section (4)(i) and inform participants of any updates in the law or best practices regarding the interactive process and reasonable accommodations for employees with

disabilities.

iii. Within 30 days following the training detailed in Section (4)(c)(i) & (ii), each of the next three school years (2025-2026, 2026-2027, and 2027-2028), provide ongoing reports certifying continued compliance with the terms detailed in Section (4)(c) of this Agreement. These reports shall include the training date and roster of individuals who participated in the trainings. The reports shall be sent via email to asaf.orr@calcivilrights.ca.gov and/or CRD's Legal Division.

iv. Within 120 days of the Effective Date, the District will develop and circulate a guidance memorandum based upon the presentation materials referenced in section (c)(i) above to all school-site and district supervisors and managers detailing the process for reviewing and responding to employee requests for reasonable accommodations, including guidelines for engaging in good faith in the interactive process, and the District's expectations regarding supervisor's and manager's handling of the same. The District will provide a final draft of the guidance memorandum to CRD's Legal Division at least 45 days prior to circulating to supervisors and managers. CRD will review and provide feedback on the draft within 30 days of receiving the draft. Should the District require additional time to prepare the above-contemplated guidance memorandum, it may request an extension of time through CRD legal counsel, which will be granted for good cause.

v. By June 30 of each year for the 2024-25, 2025-2026 and 2026-2027 school years, the District will provide CRD with a report of all written or oral complaints submitted to an administrator by any probationary certificated employee which alleges disability discrimination. The name of any employee reported by the District shall remain anonymous in the District's report to CRD. Each employee named in the reports will be given a unique identifier. Those identifiers will remain the same across each report. This report shall include the following information:

1. The date of the complaint;
2. A brief summary of the allegations in the complaint;
3. The date the investigation was completed; and
4. A brief description of the conclusions of the investigation.

The District may determine the format of any report submitted. Any report shall be sent via email to asaf.orr@calcivilrights.ca.gov and/or CRD's Legal Division.

vi. Within 90 days of the Effective Date of this agreement, Respondent will inform CRD that Respondent has satisfied the promises as set forth in Paragraphs 4(a) by email to DRDCompliance@CalCivilRights.ca.gov.

d. To release and forego from bringing against Complainant, in state or federal court or before any state, local, or federal government entity, any potential claims under

the Fair Employment and Housing Act and/or Title VII of the federal Civil Rights Act of 1964 that are based on or related to the allegations in the CRD Complaints arising through the Effective Date.

5. In exchange for Respondent's promises in this Agreement, Complainants agree:
    a. To the closure of CRD Complaints: [redacted] / *Lemoore Union Elementary School District*, CRD Case # [redacted].
    b. To release and forego from bringing against Respondent, including any of Respondent's former or current officers, agents, insurers, attorneys, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act or Title VII of the federal Civil Rights Act of 1964 that are based on or related to the allegations in the CRD Complaint arising through the Effective Date.
6. This Agreement does not prohibit the Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by any state, local, or federal governmental entity, or from helping other individuals to pursue their rights. In addition, nothing in this Agreement prevents the disclosure of factual information by any Party as specified in California Code of Civil Procedure section 1001.

7. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement is a public document.

8. Notwithstanding Paragraph 7, the Parties will maintain the confidentiality of the mediation process leading up to the execution of this Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed, except as required by law, including court order or as may be necessary to secure a court order for the enforcement or interpretation of this Agreement.

9. In signing this Agreement, each Party acknowledges that:
    a. They have carefully read and fully understand the provisions of this Agreement;
    b. CRD and its agents and employees have not provided legal advice, tax advice, or advice concerning the impact of this Agreement on eligibility for public benefits;
    c. They understand they have the right to consult with an attorney, to seek tax advice, and to review this Agreement with an attorney, tax consultant, or benefits counselor prior to signing;
    d. They have knowingly and freely entered into this Agreement, without coercion; and
    e. They have the authority to bind the entity or individual on whose behalf they have signed.

10. This Agreement is the complete agreement between the parties and the CRD regarding the CRD Complaint and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaint. The Complainant and Respondent intend to sign or have signed a separate agreement. CRD is not a signatory to and has not approved any separate agreement or covenant between the Complainant and Respondent. Should any term contained in any such separate agreement or covenant conflict with this Agreement,

the terms of this Agreement shall govern.

11. This Agreement may only be modified in a subsequent written agreement signed by the Parties.

12. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid or unenforceable portion did not exist.

13. If any Party to this Agreement brings an action in court to enforce this Agreement, the prevailing Party will be entitled to recover their reasonable attorneys' fees and costs, as determined by the court.

14. The Parties agree and understand that CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the Parties, to reopen the CRD Complaint, continue its investigation of the Complainant, and pursue the CRD Complaint to the full extent of CRD's legal authority, pursuant to law.

15. Respondent acknowledges their affirmative duty under the Fair Employment and Housing Act not to discriminate, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Employment and Housing Act, the Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.

16. This Agreement shall be interpreted under the laws of the State of California.

17. The Parties recognize that, to be enforceable, this Agreement must be approved or ratified by the District's Board of Education at a lawfully called meeting.

It is so agreed.

July 31, 2025
Date

[redacted]
Complainant

Date

Cheryl Hunt, Superintendent, for
Lemoore Union Elementary School District
Respondent

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [redacted] and EEOC Case [redacted], subject to

Signature: [redacted]

Email: [redacted]

Agreement, the terms of this Agreement shall govern.

11. This Agreement may only be modified in a subsequent written agreement signed by the Parties.

12. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid or unenforceable portion did not exist.

13. If any Party to this Agreement brings an action in court to enforce this Agreement, the prevailing Party will be entitled to recover their reasonable attorneys' fees and costs, as determined by the court.

14. The Parties agree and understand that CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the Parties, to reopen the CRD Complaint, continue its investigation of the Complainant, and pursue the CRD Complaint to the full extent of CRD's legal authority, pursuant to law.

15. Respondent acknowledges its affirmative duty under the Fair Employment and Housing Act not to discriminate, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Employment and Housing Act, the Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.

16. This Agreement shall be interpreted under the laws of the State of California.

17. The Parties recognize that, to be enforceable, this Agreement must be approved or ratified by the District's Board of Education at a lawfully called meeting.

It is so agreed.

Date

[redacted]
Complainant

August 6, 2025

Date

Cheryl Hunt

Cheryl Hunt, Superintendent, for
Lemoore Union Elementary School District
Respondent

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [redacted] and EEOC Case [redacted], subject to

Signature: [redacted]
Cheryl Hunt (Aug 6, 2025 18:06:44 PDT)

Email: cherylhunt@myluesd.net

the Department's authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: 8/15/2025

Chhaya Malik, Deputy Director, Dispute Resolution Division

Chhaya Malik

Department Representative's Signature

Board Action of Settlement Agreement (CRD[redacted]-LUESD)

I, Jerry Waymire, Clerk of the Governing Board of Trustees of the Lemoore Union Elementary School District, do hereby certify that the attached Agreement was regularly introduced, approved and adopted by the Board of Trustees at its meeting held on August 12, 2025, by the following vote:

Ayes:	5	Noes:	Ø
Abstain:	Ø	Absent:	Ø

[redacted]
Clerk to the Board of Trustees
Lemoore Union Elementary School District
Lemoore, California

Board Action of Settlement Agreement and General Release ([redacted] LUESD)

I, Jerry Waymire, Clerk of the Governing Board of Trustees of the Lemoore Union Elementary School District, do hereby certify that the attached Agreement was regularly introduced, approved and adopted by the Board of Trustees at its meeting held on August 12, 2025, by the following vote:

Ayes:	5	Noes:	Ø
Abstain:	Ø	Absent:	Ø

[redacted]
Clerk to the Board of Trustees
Lemoore Union Elementary School District
Lemoore, California