

MA

STATE OF INDIANA
CIVIL RIGHTS COMMISSION

FILE DATED

MAR 24 2006

Indiana State Civil Rights Commission

PATRICE N. BLUIETT,

Complainant,

v.

DOCKET NO. EDra04040203

MSD WASHINGTON TOWNSHIP,
J. EVERETT LIGHT CAREER CENTER,

Respondent.

CONSENT AGREEMENT

This Agreement between Patrice N. Bluiett (hereinafter called "Complainant") and Respondent, MSD Washington Township, J. Everett Light Career Center (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. EDra04040203, charging Respondent with unlawful discrimination on the basis of race in education.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission on the issues raised by Complainant's above-referenced complaint. Both parties agree to waive their right to a formal determination by the Commission on matters that were or might have been alleged as charges settled by this Agreement. Furthermore, the Commission does not waive its right to process any other charges filed against Respondent.

2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions

or circumstances which gave rise to the above-referenced complaint, subject to performance by Respondent of the promises and representations contained herein.

3. Complainant and Respondent agree that the Commission may review compliance with this Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that it has violated any law or committed any wrongful act, nor does it constitute any less belief in the correctness of the complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

5. Respondent agrees that there will be no discrimination or retaliation against Complainant because of the filing of this complaint with the Commission.

6. Respondent agrees to re-enroll Complainant in its School of Nursing program beginning on September 11, 2006, subject to Complainant maintaining grades of C or above, attendance that meets the requirements of the student handbook, and satisfactory clinical evaluations and not receiving counseling reports.

7. Complainant agrees that, as a prerequisite to enrollment, Complainant shall successfully (a) undergo a full criminal history background check; (b) pass a two-step PPD test designed to detect the presence of tuberculosis; (c) undergo a physical examination and obtain an updated physical form signed by her physician; and (d) obtain CPR certification that includes adult, child and infant. Complainant agrees to provide documentation of these prerequisites to the Respondent's LPN Program Assistant Vicki Spears no later than September 8, 2006.

8. Complainant agrees that, as a prerequisite to enrollment, Complainant shall contact and meet with a representative in Respondent's Financial Aid office (either Marcia Graft or Mel Davies) prior to September 8, 2006 to apply for or decline financial aid for transportation and/or housing.

9. Respondent agrees to pay Complainant's malpractice insurance fee of Twenty-Five Dollars and No Cents (\$25.00) provided that Complainant notifies Respondent's employee Mrs. Hockett in the bookstore by September 8, 2006 that she will begin attending school on September 11, 2006.

10. Respondent agrees to pay Complainant and deposit with the Commission, as escrow agent, payment in the amount of Eight Thousand Dollars and No Cents (\$8,000.00), made payable to Patrice N. Bluiett only, said amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint. The amount is to be paid in the following manner: (a) Three Thousand Dollars and No Cents (\$3,000.00) to be paid to Complainant upon execution of this Consent Agreement and the parties' private settlement agreement; and (b) Five Thousand Dollars and No Cents (\$5,000.00) to be paid to Complainant on or before December 31, 2006.

11. Respondent further agrees to pay the sum of One Thousand Dollars and No Cents (\$1,000.00), to be applied to the cost of Complainant's tuition and other expenses during the 2006-2007 school year.

12. Respondent agrees to purge Complainant's records of all reference to the complaint herein resolved, of the incidents and circumstances which gave rise thereto, and of any disciplinary action that was taken as a result. Respondent agrees that, in the event of any reference requests or inquiries made by any third parties, Respondent shall

not include in any reply, written or verbal, any reference to the purged items, or any general adverse references or evaluations of Complainant.

13. Respondent represents that it is and shall be the continuing policy of MSD Washington Township/J. Everett Light Career Center, to actively recruit and enroll qualified students in each of its schools, without regard to the race, religion, color, sex, national origin, ancestry or disability of the individual.

14. Respondent agrees that Katherine Callahan-Thompson shall take and complete a diversity training program, approved in advance by the Director of the Commission, addressing the recognition and elimination of unlawful discrimination in the area of education. Respondent shall select said program within 100 days of the effective date of this Agreement and shall complete such program within 300 days of the effective date of this Agreement.

15. Complainant agrees to withdraw her complaint against Respondent pending before the Commission, and any complaint, grievance, or action of law regarding the issues herein resolved which she may have filed with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, grievance or action to any such agency or tribunal.

COMPLAINANT:

Patrice N. Bluett

Signature of Complainant

Patrice N. Bluett

Type or print name of Complainant

STATE OF Indiana)

) SS:

COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared PATRICE N. BLUETT, and acknowledged the execution of the foregoing Consent Agreement, this 9th day of March, 2006

Bradford E. Shockney
Signature of Notary Public

BRADFORD E. SHOCKNEY
Type or print name of Notary Public

County of Residence:

Marion

My Commission Expires:

10-24-2008



BRADFORD E. SHOCKNEY
County of Res. : Marion
My Comm. Expires : 10/24/2008
Comm. No. 488320

RESPONDENT:

By: Eldon A. Horton

For: J. Everett Light Career Center

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared ELDON A. HORTON, the DIRECTOR of J. EVERETT LIGHT and acknowledged the execution of the foregoing Consent Agreement, this 3rd day of MARCH, 2006

Kathleen A. Meyer
Signature of Notary Public

KATHLEEN A. MEYER
Type or print name of Notary Public

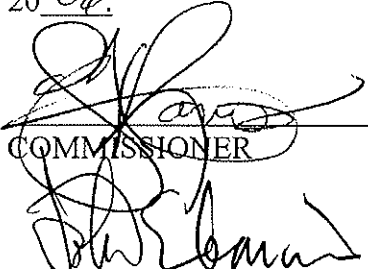
County of Residence:


MARION

My Commission Expires:

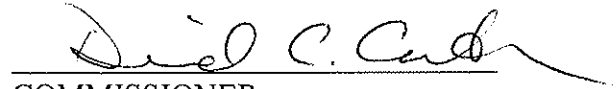
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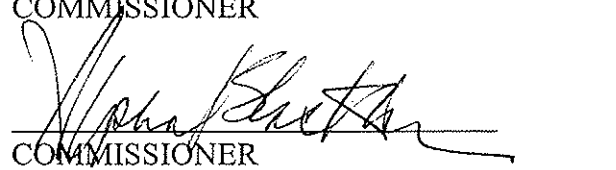
The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 24th day of March, 2008.



COMMISSIONER


COMMISSIONER



COMMISSIONER


COMMISSIONER

To be served either personally or by United States Mail, first class, postage pre-paid, upon the following parties and attorneys:

Patrice N. Bluiett
3214 N. Falcon Drive
Indianapolis, IN 46222

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Indianapolis, IN 46240

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