



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Los Angeles District Office**

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**SETTLEMENT AGREEMENT**  
**EEOC Charge Number: 488-2017-00505**

**Charging Party: Ernesto Zamudio**  
**Respondent: Sweetwater Union High School District**

1. In exchange for the promises made by Respondent pursuant to Charge Number 488-2017-00505, Charging Party agrees not to institute a lawsuit under Title VII of the Civil Rights Act of 1964 (Title VII), as amended, based on EEOC Charge Number 488-2017-00505.
2. Further, the parties agree that submission of this agreement to EEOC will constitute a request for closure of EEOC Charge Numbers 488-2017-00505.
3. It is understood that this agreement does not constitute an admission by Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended.
4. Respondent agrees that there shall be no discrimination or retaliation of any kind against the Charging Party as a result of filing this charge or against any person because of opposition to any practice deemed illegal under Title VII, the EPA, the ADEA, or the ADA, as a result of filing this charge, or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the aforementioned Acts.

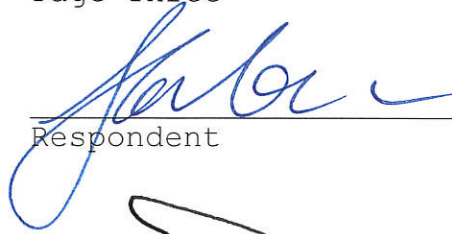
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5. This document constitutes a final and complete statement of the agreement between the parties.
6. The parties agree that the government is authorized to investigate compliance with this Agreement and that this Agreement may be specifically enforced in court by the government or the parties and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.
7. As evidence of a good faith effort to resolve EEOC Charge Number 488-2017-00505 the parties agree:
  - a. That the Charging Party will remain in his current position until the beginning of the second semester of the 2017-2018 school year (January 2, 2018); and
  - b. That the Respondent place the Charging Party on paid administrative leave from the beginning of the second semester through the end of the Principal work year for the 2017-2018 school year (June 30, 2018); and
  - c. That the Charging Party agrees to retire at the end of the Principal work year; and
  - d. The parties understand that this agreement is conditioned on approval by the Board of Trustees; and
  - e. The parties acknowledge that the Charging Party and the Respondent have entered into a supplemental agreement.

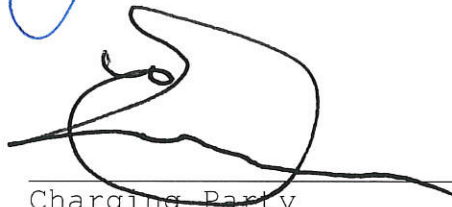
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Respondent

9-08-17  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Charging Party

9.08.17  
\_\_\_\_\_

Date

In reliance on the promises made in paragraphs (1), (2), (4), (5), (6), and (7), EEOC agrees to terminate its investigation and not to use the above-referenced charge as a jurisdictional basis for a civil action under Title VII of the Civil Rights Act, as amended. EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On Behalf of the Commission:

\_\_\_\_\_  
Rosa M. Viramontes,  
District Director  
Los Angeles District Office

\_\_\_\_\_  
Date