

CONCILIATION AGREEMENT

Charges having been filed under the Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), with the U.S. Equal Employment Opportunity Commission (EEOC), by the Charging Party against the Respondent, the charges having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

I. GENERAL PROVISIONS

A. Charging Party’s Covenant Not to Sue

The Charging Party hereby agrees not to sue the Respondent with respect to the allegations contained in the above-captioned charges. EEOC Charge Nos. XXX& XXX

B. Respondent to Comply With Statutes Administered by the EEOC

The Respondent agrees that it shall comply with the statutes enforced by EEOC, specifically all the requirements of Title VII of the Civil Rights Act of 1964, as amended.

Respondent specifically agrees to not discriminate on the basis of sex and retaliation under Title VII.

C. Retaliation Prohibited

The parties agree that there shall be no discrimination or retaliation of any kind against any person, including Charging Party, because of opposition to any practice declared unlawful under any statute administered by the EEOC or because of the filing of a charge, giving of testimony, or assistance or participation in any manner in any investigation, proceeding, or hearing under any statute administered by the EEOC.

D. EEOC May Review Compliance With Agreement

The Respondent agrees that the EEOC, on its own motion, may review compliance with this agreement. As a part of such review, the EEOC may require written reports concerning compliance, inspect Respondent’s premises, interview witnesses, and examine and copy documents. The EEOC shall give ten (10) days notice of any of the foregoing.

E. Length of Agreement

This agreement shall remain in full force and effect from the date of its execution through December 31, 2018. If the Respondent has failed to meet any of the provisions in the agreement by December 31, 2018, the duration of the agreement may be extended by the EEOC.

F. Enforcement of Agreement

The parties agree that this agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this agreement.

G. Impact Upon EEOC’s Processing

EEOC agrees not to use the subject charge as the jurisdictional basis for a civil action under Title VII of the Civil Rights Act of 1964, as amended, but does not waive or in any manner limit its right to process or seek relief in any other charge or investigation, including, but not limited to, a charge filed by a member of the Commission against Respondent. Nothing in this agreement shall be construed to preclude the EEOC and/or any other aggrieved individual(s) from bringing suit to enforce this agreement in the EEOC Charge Nos. 486-2013-00005& 486-2013-00342

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event that the Respondent fails to perform the promises and representations contained therein, nor does anything in this agreement preclude the EEOC from filing charges against the

Respondent in the future. The EEOC shall reasonably determine whether the Respondent has complied with the terms of this agreement.

II. MONETARY RELIEF

A. Charging Party Darla Abbatiello

1. Respondent agrees to pay the total sum of ONE HUNDRED THOUSAND dollars (\$100,000.00) to Charging Party Darla Abbatiello which is representative of compensatory damages. No withholdings shall be made from this sum and Respondent agrees to issue an IRS Form 1099 for this amount to Ms. Abbatiello.

2. Payment will be made to Ms. Darla Abbatiello within sixty (60) calendar days from the date of execution of this Agreement. The payment and IRS Forms shall be sent via certified mail to Ms. Abbatiello at the address which shall be provided by the Commission to the Respondent by separate correspondence within ten (10) calendar days from the execution of this Agreement.

1. Within thirty (30) calendar days of the effective date of this Agreement, Respondent and the Kauai Police Department agrees to completely and forever discharge all charges brought forth against the Charging Party through Internal Affairs Investigations and Notices of Disciplinary Action between February 2012 and the effective date of this Agreement. Respondent and the Kauai Police Department agree that these charges will not be revisited and/or re-filed against Charging Party in the future in any shape or form.

2. Respondent and the Kauai Police Department will certify that the aforementioned action has been taken by providing Charging Party with a letter confirming such within forty five calendar (45) days of the effective date of this Agreement. EEOC will also be provided a copy of this action within forty five (45) calendar days of the effective date of this Agreement.

B. Purging of all Charges

1. Within thirty (30) calendar days of the effective date of this Agreement, Respondent and the **Kauai Police Department agree to expunge any and all references of the aforementioned charges described above in Item III.A. from Charging Party's personnel files, as well as any and all separate files/folders kept for the purpose of tracking internal affairs investigations against Charging Party.** The purging of such charges will be applicable only to those charges filed against Charging Party between the time period of February 2012 and the effective date of this Agreement.

2. To the extent that Respondent must retain records of the information described in Item III.B.1. above in order to effectuate this Conciliation Agreement, Respondent agrees to maintain the records separately and segregated from the Charging Party's personnel files. Such records shall not be used to take any adverse action against the Charging Party.

The Respondent agrees to hire an outside EEO Consultant approved by the EEOC to implement the provisions of this Agreement and to conduct training regarding the anti-discrimination laws which EEOC enforces including Title VII of the Civil Rights Act of 1964, as amended. All training sessions that are conducted pursuant to this Agreement will be introduced by the County of Kauai's Managing Director who will emphasize the importance of the training and the Kauai Police Department's compliance with all anti-discrimination employment laws including Title VII.

C. Commencing six (6) months after the signing of this agreement, and thereafter every six (6) months for the life of this Agreement, the Respondent will report to the Director of EEOC's Honolulu Local Office in writing regarding the following:

1. copies of the attendance sheets for each training session conducted by Respondent, EEOC Charge Nos. 486-2013-00005& 486-2013-00342 Conciliation Agreement Page 8 of 10
2. a letter certifying that all management and non-management employees of the Kauai Police Department have received Respondent's revised anti-discrimination and anti-harassment policies,
3. copies of all documents used in the training sessions,
4. a description of all harassment and retaliation complaints made during the previous six (6) months. The complaint should include the names of the individuals alleging discrimination, the type of discrimination with a brief summary, the names of the alleged perpetrators, the dates of the alleged discrimination, the names of the individuals who conducted the investigations of the alleged discrimination, and a brief summary of how each complaint was resolved. The Respondent agrees that it will maintain records for any and all harassment and retaliation complaints for the duration of the Agreement.

VIII. DISCLOSURE

In view of the voluntary undertaking of on part of all parties concerns, consent hereby is given and it is agreed that disclosure to the public to the terms and the agreement is explicitly permitted.