

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

<b>UNITED STATES OF AMERICA,</b>	)	
	)	
<b>Plaintiff,</b>	)	
	)	
v.	)	<b>Civil Action No. 1:08-cv-00325</b>
	)	
<b>CITY OF JACKSON, ALABAMA,</b>	)	
	)	
<b>Defendant.</b>	)	

**CONSENT DECREE**

This action was brought by the United States against the City of Jackson (the "City") to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended ("Title VII"), following receipt by the United States from the Equal Employment Opportunity Commission (the "EEOC") of a charge of discrimination filed by Virginia Savage ("Ms. Savage") (Charge No.130-2004-0413). This Court has jurisdiction of the action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. § 1345.

In its complaint, the United States alleges that the City, at its White Smith Memorial Library (the "Library"), discriminated against Ms. Savage in violation of Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-3(a), by subjecting her to retaliatory discharge.

The City denies that it has discriminated or retaliated against Ms. Savage in violation of Title VII. Nevertheless, the United States and the City, desiring that this action be settled by an appropriate Consent Decree ("Decree"), and without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. The parties

also hereby waive, for purposes of entry of this Decree only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry of this Decree as final and binding between them with regard to the issues raised in the United States' Complaint in this case.

This Decree, being entered into with the consent of the United States and the City, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the City or a finding of any wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the parties hereby AGREE and the Court expressly APPROVES, ENTERS and ORDERS the following:

**I. PURPOSES OF THIS DECREE**

1. The purposes of this Decree are to ensure that:
  - (a) the City does not subject any employee to discrimination on the basis of retaliation in violation of Title VII;
  - (b) the City maintains clear, meaningful and well-publicized policies and procedures for its Library that prohibit discrimination on the basis of retaliation in the workplace;
  - (c) the City provides adequate training to all employees, supervisors and directors concerning Title VII's prohibitions against discrimination and retaliation and the City's policies and procedures prohibiting discrimination and retaliation in the workplace; and
  - (d) the City offers Ms. Savage appropriate remedial relief as outlined in Part V.

**II. GENERAL INJUNCTIVE RELIEF**

2. The City, its employees, supervisors, agents and all individuals in active concert

or participation with it, are enjoined retaliating against, or in any way adversely affecting the terms and conditions of employment of, any person because that person has engaged in practices protected under 42 U.S.C. § 2000e-3(a), including, but not limited to, cooperating with the United States' investigation or litigation of this case.

### **III. AMENDMENT AND DISSEMINATION OF POLICIES & PROCEDURES**

3. Within sixty (60) calendar days from the date of entry of this Decree, the City shall review and, to the extent necessary, amend its written policies and procedures that prohibit discrimination on the basis of race and retaliation, to ensure the following provisions are included therein:

- (a) a description of the manner in which an employee of the City may make a complaint of race discrimination or retaliation;
- (b) a clear statement that a complaint of race discrimination or retaliation may be written or verbal;
- (c) the identification, by job title, of all individuals who are authorized to accept complaints of race discrimination or retaliation against the City;
- (d) a statement that all complaints of race discrimination or retaliation will be promptly and objectively investigated; and
- (e) a statement that the City will provide the results of an investigation into a complaint of discrimination on the basis of race or retaliation to the complaining party in writing, no later than thirty (30) calendar days from the date the complaint is received, or, for a complaint alleging harassment, as soon as possible to comply with its obligations under Title VII to investigate such complaints promptly (but in no event later than 30 days), unless a written

explanation is submitted to the complainant and the United States as to the reason(s) a response to the complaint could not be completed within the 30 day time frame. To the extent the Parties disagree as to whether good cause exists for the delay, either party may submit the issue to the Court for resolution as outlined in Paragraph 23 below.

4. Within thirty (30) calendar days from the date of entry of this Decree, the City shall designate a person (the "EEOC Officer") who shall have responsibility for ensuring that the written policies and procedures set forth in Paragraph 3, above, are fully implemented and complied with.

5. Within ten (10) calendar days from the date upon which the City implements the written policies and procedures set forth in Paragraph 3, above, the City shall distribute copies of such policies and procedures to all of its employees, supervisors and appointed and elected officials.

6. Within ten (10) calendar days from the date upon which the City implements the written policies and procedures set forth in Paragraph 3, above, the City shall publicize such policies and procedures by, *inter alia*, posting them in all buildings and facilities used for posting equal employment opportunity information, by email to all employees, and on any internet or intranet website used for posting notices or policy changes for or concerning the City.

7. The City shall ensure that each new employee receives a copy of the written policies and procedures implemented pursuant to Paragraph 3, above, at the time of the new employee's hire. Each new City employee shall sign an acknowledgment that she or he has read and understands such policies, and such acknowledgments shall be maintained in the employee's personal file.

#### **IV. TRAINING**

8. Within one hundred and eighty (180) calendar days from the date of entry of this Decree, the City shall provide live mandatory training regarding Title VII's prohibitions against discrimination based on race and retaliation to all employees, supervisors and appointed and elected officials. Such training shall specifically include discussion of the written policies and procedures maintained by the City pursuant to Paragraph 3, above.

9. Within sixty (60) calendar days prior to the commencement of such training, the City shall select, with the concurrence of the United States, a qualified individual or group of individuals to conduct the training required by Paragraph 8, above. If the City and the United States cannot reach agreement as to the suitability of the individual or group of individuals selected by the City to conduct the training, either party may move the Court for a resolution of the issue as provided for in Paragraph 18, below.

10. Within thirty (30) calendar days following the completion of the training required by Paragraph 8, above, the City shall make available to the United States copies of all training materials used, as well as written attendance records reflecting that the training has been completed and that all employees, supervisors and appointed and elected officials as required by Paragraph 8, above, to attend such training in fact did so.

#### **V. SPECIFIC RELIEF FOR VIRGINIA SAVAGE**

11. Without admitting the allegations of the United States as set forth in its complaint, and in settlement of the claims of the United States for relief on behalf of Virginia Savage, the City shall offer Ms. Savage the following:

(a) a monetary award in the amount of \$28,500.00, which includes \$15,000.00 in compensatory damages and \$13,500.00 in back pay. The back pay portion of this monetary amount shall be subject to withholding for employee income taxes. The City shall not deduct its share of employer-side taxes, if any, from the monetary award.

12. No later than ten (10) calendar days from the date of entry of this Decree, the City shall notify Ms. Savage of the terms of this Decree by mailing to her, by certified mail, return receipt requested, a notice letter in the form set forth in Appendix A hereto, a copy of this Decree, and a copy of a release in the form set forth in Appendix B hereto.

13. The City shall send a copy of the notice letter referred to in Paragraph 12, above, to the United States at the same time it sends the notice letter to Ms. Savage.

14. To receive the relief provided to her under this Decree, Ms. Savage must execute the release form provided with the notice letter and return it to the City within thirty (30) calendar days from the date she receives the notice letter referred to in Paragraph 12, above, unless she can show good cause, to be determined by the United States, within a reasonable time for her failure to do so.

15. The City shall provide the United States with a copy of Ms. Savage's executed release form within ten (10) calendar days from the date of its receipt. Within thirty (30) calendar days from the date of its receipt of Ms. Savage's executed release form, the City shall mail to Ms. Savage a check made payable to Virginia Savage for the amount of the monetary award set forth in Paragraph 11(a) above, minus the withholdings and deductions described in Paragraph 11(a). The City shall provide Ms. Savage with appropriate IRS forms with respect to

her monetary award. The City shall provide the United States a copy of this documentation as well as a copy of the check sent to Ms. Savage.

**VI. RECORD RETENTION AND COMPLIANCE MONITORING**

16. The City shall retain the following records during the term of this Consent Decree or for the period of time required by applicable federal record retention requirements, whichever is longer:

(a) the provisions and effective date of the policy implemented pursuant to Paragraph 3, above;

(b) all posted notices and posters displayed in its police department's work areas, and on an internet or intranet website, intended to convey information regarding the prohibition of discrimination on the basis of retaliation, as set forth in Paragraph 6, above;

(c) copies of its policies and procedures prohibiting discrimination on the basis of retaliation that are made available to new employees, as set forth in Paragraph 7, above; and

(d) all documents that come into its possession relating to any written or verbal complaints of retaliation made by any employee or applicant for employment in the, including documents relating to the City's investigation and resolution of any such complaints.

17. The United States may review compliance with this Decree at any time and shall have the right to inspect and copy any documents that are relevant and necessary to monitor the City's compliance with this Decree, upon thirty (30) days written notice to the City, without further order of this Court.

**VII. DISPUTE RESOLUTION**

18. The parties shall attempt to resolve informally any dispute that may arise under

this Decree. If the parties are unable to resolve the dispute expeditiously, either party may move the Court for a resolution of the issue.

#### **VIII. JURISDICTION OF THE COURT**

19. The Clerk of Court is directed to close the case statistically, however, the Court shall retain jurisdiction over this Decree for the purpose of resolving any disputes or entering any orders that may be necessary to implement the relief provided in the Decree.

20. At the end of three (3) years from the date of entry of this Decree, this Decree shall be dissolved and this action shall be dismissed without further order of the Court.

#### **IX. GENERAL PROVISIONS**

21. The parties shall bear their own costs in this action, including attorney's fees, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise under this Decree and require resolution by the Court.

22. All documents required to be delivered under this Decree to the United States shall be sent by overnight mail to the attention of:

Chief  
Employment Litigation Section  
U.S. Department of Justice  
Civil Rights Division  
601 D Street, N.W., Room 4040  
PHB, Fourth Floor  
Washington, D.C. 20004

IT is so **ORDERED**, this 23<sup>rd</sup> day of January, 2009.

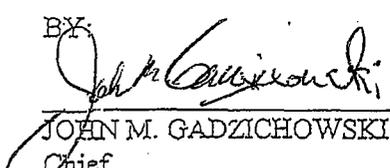
/s/ Callie V. S. Granade  
**CHIEF UNITED STATES DISTRICT JUDGE**

AGREED AND CONSENTED TO:

For Plaintiff United States of America:

GRACE C. BECKER  
Acting Assistant Attorney General

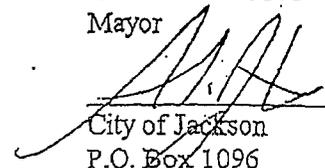
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