

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION**

UNITED STATES OF AMERICA,

Plaintiff,

v. Civil Action No.

GREENWOOD COMMUNITY
SCHOOL CORP.

Defendant.

CONSENT DECREE

This action was brought on behalf of the United States of America ("United States") against the Greenwood Community School Corporation ("Defendant") 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 Department of Justice from the Equal Employment Opportunity Commission ("EEOC") of a timely charge of discrimination filed by William Ronk (Charge No. 240-A1-2613). Title VII applies to Defendant because it is a person within the meaning of 42 U.S.C. § 2000e(a) and an employer within the meaning of 42 U.S.C. § 2000e(b). This Court has jurisdiction over this action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. § 1345.

In its complaint, the United States alleges that Defendant has discriminated against Mr. Ronk in violation of § 704(a) of Title VII, 42 U.S.C. § 2000e-3(a), inter alia, by:

- a. Failing or refusing to promote or consider Mr. Ronk for the Director of Guidance position when that position became vacant in or around July 2001 because he filed with the Equal Employment Opportunity Commission ("EEOC") in or around July 2000 a charge (Charge No. 240-A0-2167) alleging that Greenwood denied him because of his sex, male, the Director of Guidance position when the position became vacant at the end of the 1999-2000 school year; and
- b. Failing or refusing to take appropriate action to remedy the effects of the discriminatory treatment of Mr. Ronk.

Defendant specifically denies the United States' allegations and further denies

that it has engaged or continues to engage in any unlawful discrimination or retaliation in violation of Title VII. Defendant asserts that it is committed to a policy of equal employment opportunity and voluntarily enters into this decree.

Desiring that this action be settled by an appropriate consent decree and without the burden of protracted litigation, the parties agree to this Court's jurisdiction over them and the subject matter of this action. Furthermore, the parties hereby waive, for the purposes of this decree, hearings and findings of fact and conclusions of law. This decree resolves all issues raised in the complaint of the United States, and the parties accept this decree as final and binding among themselves as to the issues resolved herein.

It is therefore **ORDERED, ADJUDGED AND DECREED** as follows:

GENERAL INJUNCTIVE RELIEF

1. Defendant and its officials, agents, employees and successors will not retaliate against or engage in conduct that adversely affects any person because that person has:

- (a) opposed the policies and practices that have been alleged to be unlawful in the United States' complaint;
- (b) filed a charge or internal complaint of discrimination or retaliation; or
- (c) given testimony, or otherwise assisted or participated in any way in any investigation, proceeding or hearing under Title VII, including by providing information to counsel for the United States.

3. Consistent with its obligations under Title VII and relevant regulations, Defendant agrees to maintain any and all personnel records, as that term is defined under 29 C.F.R. § 1602.14, including but not limited to application materials received from potential employees, for at least one (1) year from the creation or receipt of the personnel records.

4. Within thirty (30) days after the effective date of this Agreement, Defendant will post notices in the form attached hereto as Appendix A. Such notices will be posted in a prominent and conspicuous location or locations used for posting notices in the school and administration building. Such notices will remain posted for a period of 60 days from the date of execution of this decree.

5. Within thirty (30) days of the effective date of this decree, Defendant will revise its policies against discrimination and harassment to expressly prohibit retaliatory harassment against persons who:

- (a) file a charge of discrimination and/or retaliation with the EEOC or Indiana Civil Rights Commission;
- (b) make an internal complaint or grievance with Defendant alleging discrimination and/or retaliation; or

(c) give testimony, provide information, or otherwise assist or participate in any way in an investigation, proceeding or hearing under Title VII.

6. Within thirty (30) days of the effective date of this decree, the Defendant will provide to the United States a copy of its policies against discrimination, including the language prohibiting retaliatory harassment.

7. Defendant will provide training on Title VII of the Civil Rights Act of 1964 to supervisors and administrators who are involved in either the hiring process or the consideration of applicants for employment and promotion.

INDIVIDUAL RELIEF

Without admitting the allegations set forth in the United States' Complaint, in settlement of the claims of the United States for relief on behalf of William Ronk, Defendant agrees to the following obligations:

8. Within seven (7) days after entry of this decree, Defendant shall offer to Mr. Ronk the position of Director of Guidance, with a standard administrative contract for the position, including but not limited to any and all job benefits commensurate with the position of Director of Guidance. The term of Mr. Ronk's administrative contract shall be for no less than two (2) years, at a starting salary of \$62,000.00 per year.

9. Defendant's offer to Mr. Ronk of the relief described in paragraph 8 above will be sent directly to Mr. Ronk, and shall be substantially in the form set forth in Appendix B hereto. Also, within seven (7) days after entry of this decree, Defendant shall provide Mr. Ronk with a Release Agreement for all claims involved in this matter. The Release Agreement shall be substantially in the form set forth in Appendix C hereto.

10. A copy of the Notice Letter (Appendix B) and Release Agreement (Appendix C) sent to Mr. Ronk shall be delivered to the United States within seven (7) days after entry of this decree.

11. Mr. Ronk shall have fourteen (14) days from the date he receives the Release Agreement within which to execute the Release Agreement, absent good cause shown for additional time. Mr. Ronk will have complied with this requirement if the executed Release Agreement is postmarked within fourteen (14) days of the date on which he received it.

12. Within seven (7) days of receipt of the executed contract for the Director's position and Release Agreement from Mr. Ronk, Defendant shall re-assign Mr. Ronk to his new position, consistent with the conditions set forth in paragraph 8.

13. Defendant shall provide the United States with a copy of the executed contract for the Director's position and Release Agreement by Mr. Ronk within fourteen (14) days after these executed documents are received.

14. To the extent that any or all of the conditions set forth in paragraphs 8-13 are satisfied prior to the entry of this decree, Defendant shall inform the United States, in writing, of its satisfaction of the condition(s), the date on which the condition(s) was/were satisfied, and any and all related documentation related to the satisfaction of the condition(s).

DISPUTES

15. Insofar as any of the provisions of this decree or any actions taken pursuant to its provisions may be inconsistent with any state law, ordinance, or regulation, the provisions of this decree shall prevail in accordance with Article VI of the United States Constitution.

16. The parties shall attempt to resolve informally any dispute that may occur under this decree, and shall engage in good faith efforts to resolve the issue before seeking assistance and resolution by the Court. If the parties are unable to resolve the issue within 30 days, either party may seek the Court's assistance or move the Court for resolution, provided that written notice is first provided to the other party.

RECORD-KEEPING AND REPORTING BY THE CITY

17. Throughout the term of this decree, the Defendant shall maintain all records related to the filling of vacancies of positions on the Administrative Team, including but not limited to:

- a. applications and/or other information or materials submitted by applicants - internal and external - for the position(s), including but not limited to personnel files, references, and background check information;
- b. any and all postings and advertisements for the vacant positions;
- c. any and all job descriptions or other administrative materials related to the vacant positions, including but not limited to changes in job descriptions or responsibilities for the vacant positions; and
- d. any and all evaluations and/or materials used by the decision-makers to evaluate the applicants.

Defendant will furnish the records and documents relevant to its compliance with the implementation of this decree, including but not limited to those listed in paragraphs 17-19 of this decree, to counsel for the United States within thirty (30) days of any written request to Defendant's attorney.

18. Defendant will retain all records that come into its possession during the life of this decree relating to complaints or charges of employment discrimination based on gender or retaliation filed against Defendant or an employee, agent or representative of Defendant:

- (a) through Defendant's internal grievance procedure;

(b) with the EEOC; or

(c) through or with any other federal, state or local agency authorized to receive such complaints, including but not limited to the Indiana Civil Rights Commission.

The United States will have the right to inspect and copy all documents related to such complaints or charges upon reasonable notice to Defendant.

19. Defendant will provide written notice to counsel for the United States of any disciplinary or other adverse employment action(s) proposed or taken against Mr. Ronk during the life of this decree within fourteen (14) days after such action is proposed or taken. The United States shall have the right to inspect and copy all documents related to such action upon thirty (30) days notice to Defendant.

DELIVERY

20. All documents required to be delivered under this decree to the United States shall be sent to the attention of:

Derrick L. Brent, Esq.
U.S. Department of Justice
950 Pennsylvania Avenue
Civil Rights Division, Employment Litigation Section
Patrick Henry Building, 601 D Street NW, Room 4500
Washington, D.C. 20530

If sent by Federal Express or other overnight delivery service:

Derrick L. Brent, Esq.
U.S. Department of Justice
Civil Rights Division, Employment Litigation Section
601 D Street NW, Room 4500
Washington, D.C. 20004

21. All documents or other materials required to be delivered under this decree to William Ronk shall be sent to the following address:

William Ronk
265 Bittersweet Drive
New Whiteland, Indiana 46184

22. All documents required to be delivered under this decree to Defendant Greenwood Community School Corporation, shall be sent to the attention of:

Joyce Nies, Esq.
Van Valer Law Firm
Counsel for the Greenwood Community School Corporation
209 West Main Street

P.O. Box 7575
Greenwood, Indiana 46142

RETENTION OF JURISDICTION

23. The Court shall retain jurisdiction over this action for the purpose of resolving disputes or entering any orders or judgments that may be necessary to implement the relief provided herein. Two (2) years after the date of entry of this decree by the Court, this matter shall be dismissed unless the United States moves for its continuation, upon good cause shown. If such a motion is filed by the United States before the decree expires, the decree shall remain in effect while the motion is pending before the Court.

ENTERED this ____ day of _____

UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF INDIANA

Agreed and Consented to:

On behalf of Plaintiff United States of America:

RALPH F. BOYD, JR.
Assistant Attorney General
Civil Rights Division

STEVEN J. PECINOVSKY
DERRICK L. BRENT
Attorneys
United States Department of Justice
950 Pennsylvania Avenue, N.W.
Civil Right Division
Employment Litigation Section, Rm. 4500
Washington, D.C. 20530
Telephone: (202) 514-3851
Facsimile: (202) 514-1005

On behalf of the Defendant
Greenwood Community School Corporation:

JOYCE NIES, ESQ.
Van Valer Law Firm
209 West Main Street
P.O. Box 7575
Greenwood, Indiana 46142
Telephone: (317) 881-7575
Facsimile: (317) 859-2159

APPENDIX A**NOTICE OF RESOLUTION**

The United States has alleged that the Greenwood Community School Corporation ("Greenwood") violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. ("Title VII"), by retaliating against an employee for filing a charge of discrimination with the United States Equal Employment Opportunity Commission.

This notice is being posted to announce that the United States and Greenwood have entered into a Consent Decree resolving this matter.

Under the terms of the Consent Decree, Greenwood has agreed:

1. Not to engage in any act or practice that unlawfully discriminates against any employee or potential employee in the because of that individual's gender. 2. Not to retaliate against or engage in conduct that adversely affects any person because that person has:

(a) opposed the policies and practices that have been alleged to be discriminatory in the United States' complaint;

(b) filed a charge or internal complaint of discrimination or retaliation; or

(c) given testimony, or otherwise assisted or participated in any way in any investigation, proceeding or hearing under Title VII, including by providing information to counsel for the United States.

3. Consistent with its obligations under Title VII, Greenwood agrees to maintain any and all personnel records for at least one (1) year from the creation or receipt of the personnel records.

4. To adopt and publish a policy prohibiting retaliation against any individual for:

(a) filing a charge of discrimination with the EEOC or Indiana Civil Rights Commission;

(b) making an internal complaint or grievance with Greenwood alleging discrimination; or

(c) giving testimony, provide information, or otherwise assist or participate in any way in an investigation, proceeding or hearing under Title VII.

5. To offer specific relief to the individual who was subjected to the alleged discrimination.

6. To retain all records that come into its possession relating to complaints or

charges of employment discrimination based on gender or retaliation filed against Greenwood or an employee, agent or representative thereof:

(a) through Greenwood's internal grievance procedure;

(b) with the EEOC; or

(c) through or with any other federal, state or local agency authorized to receive such complaints, including but not limited to the Indiana Civil Rights Commission.

If any employee or job applicant of Greenwood or applicant believes that he or she has been discriminated against in violation of Title VII, the employee should contact the EEOC and/or the Indiana Civil Rights Commission about filing a charge of discrimination.

If any employee believes that any term(s) of the Consent Decree has (have) been violated, the employee should contact the following Department of Justice attorneys:

Derrick L. Brent, Esq.
United States Department of Justice
950 Pennsylvania Avenue
Civil Rights Division
Employment Litigation Section
Patrick Henry Building, 601 D Street NW, Room 4500
Washington, D.C. 20530
(202) 514-3851

APPENDIX B

NOTICE LETTER

[[Date]]

William Ronk
265 Bittersweet Drive
New Whiteland, Indiana 46184

Re: United States v. Greenwood Community School Corporation, Civ. No.

Dear Mr. Ronk:

On _____, the Court approved the terms of and entered a Consent Decree in the above-captioned case which settles the Complaint of employment discrimination brought by the United States against Defendant Greenwood Community School Corporation regarding Greenwood's hiring practices for the position of Director of Guidance in 2001. You are entitled to individual relief under the terms of the Consent Decree.

The specific relief to which you are entitled, and which you are hereby offered, is promotion to the position of Director of Guidance, effective upon your execution of the enclosed standard administrative contract and release of claims against Greenwood, retroactive to July 1, 2003, which is the standard beginning date of administrative contracts for Greenwood. Your starting salary, should you accept the position of Director, will be \$62,000, and you will be entitled to all benefits commensurate with the position of Director of Guidance.

This relief is being offered to you on the following condition: if you accept this offer, you are required to release Greenwood from all discrimination claims arising out of the United States' Complaint and EEOC Charge Nos. 240-A0-2167 & 240-A1-2613 filed by you that have occurred on or before the date you execute the enclosed release. If you decline the relief, Greenwood nevertheless will have satisfied its obligation to the United States pursuant to the Consent Decree, and the United States will not seek additional relief on your behalf.

To receive the relief being offered to you, or any part of it, you must sign, have notarized, and return the enclosed release to the designated representative of Greenwood at the following address:

Joyce Nies, Esq.
Van Valer Law Firm
Counsel for the Greenwood Community School Corporation
209 West Main Street
P.O. Box 7575
Greenwood, Indiana 46142

Your executed and notarized release must be returned to the above address within fourteen (14) days of the date of your receipt of this letter. A pre-stamped envelope is enclosed for your convenience.

If you fail to sign the release before a notary public and forward it to Greenwood's designated representative within fourteen days of your receipt of this letter, you will forfeit your right to any relief under the consent decree, unless you are able to demonstrate good cause for your failure to sign and notarize the release within that fourteen day period.

A copy of the Consent Decree is enclosed for your review.

[[Signatures]]

Enclosures

APPENDIX C

RELEASE OF ALL CLAIMS

STATE OF INDIANA)

) ss:

COUNTY OF JOHNSON)

For and in consideration of my acceptance of the relief, or any part of it, offered to me according to the provisions of the Consent Decree entered on _____, in the case of United States v. Greenwood Community School Corporation, Civil Action No. _____, I, William Ronk, hereby forever release and discharge Defendant in this case, Greenwood Community School Corporation, as well as its current, former and future officials, employees, agents, and successors from all legal and equitable claims arising out of the Complaint of the United States filed in this action and Equal Employment Opportunity Commission ("EEOC") Charge Nos. 240-A0-2167 & 240-A1-2613 filed by William Ronk. I further agree that I will not exercise my right to bring any civil action against Greenwood alleging employment discrimination on the basis of EEOC Charge Nos. 240-A0-2167 & 240-A1-2613 or any of the facts alleged therein.

I understand that the relief to be made to me by the Defendant under the terms of the Consent Decree does not constitute an admission by any of the parties hereby released of the validity of any claim raised by me, or on my behalf. I further understand that Defendant expressly denies having violated any of my legal rights and that the payments and other terms and conditions set forth in this release are in settlement of disputed claims.

This release constitutes the entire agreement between Greenwood and me, without exception or exclusion.

I acknowledge that a copy of the Consent Decree between the United States and Greenwood in this action has been made available to me for my review.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signature: _____
[[name of claimant]]

Date: _____

Subscribed and sworn to before me this day of

.

Notary Public

My Commission expires: