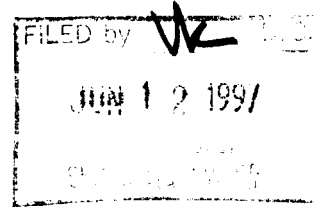


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Southern District of Florida

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

97-1671
CIV-KING
MAGISTRATE JUDGE
BROWN

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
v.)
)
METROPOLITAN DADE COUNTY,)
FLORIDA,)
)
Defendant.)
_____)

Civil Action No.

Settlement Agreement

This action was brought by the United States against Metropolitan Dade County, Florida ("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 charges of discrimination filed by Jessica D. Glass, numbers 150-93-1820 and 150-93-2109 against the Defendant's Corrections and Rehabilitation

3/A

Department.

In its Complaint, the United States alleges that the Defendant discriminated against Jessica D. Glass, a Corrections officer in the Defendant's Corrections and Rehabilitation Department, on the basis of her sex, female, in violation of Title VII, among other ways, by:

(a) subjecting Ms. Glass to sexual harassment during her employment in the Corrections and Rehabilitation Department, Metro West Facility between November 15, 1992 and March 6, 1993, which created a hostile work environment and adversely affected the terms, conditions, and privileges of her employment;

(b) failing or refusing to take appropriate action to remedy the effects of the discriminatory treatment of Ms. Glass.

The Defendant denies that it has discriminated in any manner against Ms. Glass in violation of Title VII and is prepared to defend itself against all such allegations. Nevertheless, the parties, desiring that this action be settled by an appropriate Settlement Agreement, and without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties, and the subject matter of this action, and hereby waive, for the purposes of this Settlement Agreement only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry of this Settlement Agreement as final and binding among themselves as to the issues raised in the Complaint filed in this case.

This Settlement Agreement ("Agreement"), being entered with

the consent of the parties, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the Defendant or a finding of any wrongdoing or violation of any applicable federal or state law or regulation. It is the intention of the parties that neither this agreement nor any of its attachments may be used as evidence in any proceeding, except a proceeding to enforce the terms of the agreement.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

A. GENERAL RELIEF

1. Defendant by and through its officials, agents, employees and all persons in active concert or participation with the Defendant in the performance of employment or personnel functions shall not engage in any act or practice that has the purpose or effect of unlawfully discriminating against any employee in the Defendant's Department of Corrections and Rehabilitation in any term or condition of employment because of such employee's sex, including, but not limited to: (a) creating, maintaining, supporting, condoning or ignoring a sexually hostile work environment; and (b) failing or refusing to investigate and to take prompt and sufficient remedial action when complaints of employment discrimination based on gender, including sexual harassment, are brought to the Defendant's or its Department of Corrections and Rehabilitation's attention.

2. Defendant by and through its officials, agents,

employees and all persons in active concert or participation with Defendant in the performance of employment or personnel functions at the Defendant's Corrections and Rehabilitation Department shall abide by its existing policies not to retaliate against or in any respect adversely affect any person because that person has opposed allegedly discriminatory policies or practices; filed a charge, either formal or informal, with the Corrections and Rehabilitation Department or the County Affirmative Action office or any of its departments; filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") and/or the Florida Commission on Human Rights; and/or participated in or cooperated with the initiation, investigation, litigation or administration of this case or this Agreement.

B. SPECIFIC RELIEF

Without admitting the contentions of the United States, and in settlement of the claim of the United States for relief on behalf of Jessica D. Glass, as well as in settlement of the individual claims of Ms. Glass if she accepts the relief provided to her in this Agreement, the Defendant agrees to do the following:

3. The Defendant shall make good faith efforts to ensure that Ms. Glass does not have to work in the same facility as Lt. Curtis Davis or Sgt. James Brooks or under their supervision. Specifically, the Defendant shall, to the extent permissible under its collective bargaining obligations, follow these

guidelines:

(a) Transfers

Lt. Davis and Sgt. Brooks will not be allowed to transfer into a facility to which Ms. Glass is already assigned. Ms. Glass will not be allowed to transfer into a facility in which Lt. Davis or Sgt. Brooks is already assigned. In the event that Ms. Glass and either Lt. Davis or Sgt. Brooks simultaneously request a transfer to the same facility (at which none is currently working), Ms. Glass' request will be given preference.

(b) Overtime:

Sgt. Brooks will not be allowed to work overtime in any facility where Officer Glass is assigned to work at the same time. Lt. Davis is currently considered exempt and is therefore not eligible for overtime. In the event overtime becomes available in a facility where Lt. Davis or Sgt. Brooks is assigned, Ms. Glass will not be required to work the overtime, but may do so if she so chooses.

(c) Chain of Command:

Sgt. Brooks and Lt. Davis will not be placed into a position where they supervise Ms. Glass. Ms. Glass will not be placed into a position where she is supervised by either Sgt. Brooks or Lt. Davis.

4. The Defendant shall offer Ms. Glass a monetary award equivalent to four (4) pay periods at her current salary of \$94 per pay period. This monetary award shall be considered compensatory damages.

5. In order to accept the relief to be offered by the Defendant under the Agreement, Jessica Glass must execute a release in the form attached as Appendix A.

6. The Defendant shall notify Ms. Glass of the terms of the Agreement within ten (10) days of its entry by mailing to her by certified mail, a copy of the letter set forth in Appendix B, a copy of this Agreement, and the Release Form attached as Appendix A.

7. Defendant shall pay the monetary award to Ms. Glass and the release within ten (10) days of its receipt of the executed Appendix A release.

TRAINING REGARDING SEX DISCRIMINATION AND HARASSMENT IN THE WORKPLACE

8. The Defendant shall institute and carry out policies and practices reasonably calculated to ensure a work environment free from discrimination on the basis of sex at its Corrections and Rehabilitation Department. To assist carrying out in these policies, the Defendant shall take the actions described in paragraph 9 below.

9. The Defendant shall continue to provide training on sex discrimination, including sexual harassment, to employees in the Corrections and Rehabilitation Department as follows:

name, address, position, social security number and telephone number of any employee in its Corrections and Rehabilitation and Department who has brought allegations of sex discrimination, including harassment, against the Defendant's Corrections and Rehabilitation Department, or any of the Department's personnel. The nature of the complaint, investigatory efforts made by the Defendant's Corrections and Rehabilitation Department or the Defendant's Affirmative Action Office and the corrective action taken, if any, shall be specified.

18. The Defendant or its Department of Corrections and Rehabilitation shall retain during the life of this Agreement records necessary to document the implementation of this Agreement. The Defendant shall make those records and all other documents relevant to compliance with and implementation of this Agreement available for inspection and copying, within thirty (30) days of any written request sent by the Department of Justice to the Defendant's attorney. The Defendant shall similarly furnish information or reports on matters relevant to compliance with and implementation of the Agreement to the Department of Justice within thirty (30) days of any written request to the Defendant's attorney.

G. IMPLEMENTATION

19. The parties shall attempt to resolve informally any disputes that may occur under this Agreement. If the parties are unable to reach agreement within thirty (30) days after a matter

has been brought to the attention of one of the parties by another party, the issue may be submitted by either party to the Court for resolution.

20. The parties will make good faith efforts to abide by the time limits set forth in this Agreement. If either party requires an extension of time in order to complete an action contemplated by this Agreement, it shall be granted if agreed to by both parties.

21. The Court shall retain jurisdiction over this Agreement during the life of this Agreement for the purposes of enforcing this Agreement, resolving any disputes that may arise between the parties under this Agreement and entering such orders as may be appropriate.

22. This Agreement shall terminate three (3) years from the date of its entry. Prior to its termination any party may move, for good cause shown, for an extension of this Agreement's term.

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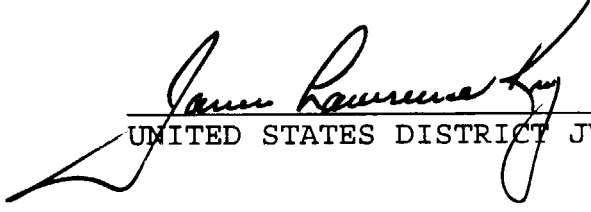
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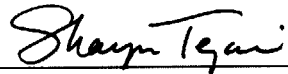
23. The parties shall bear their own costs in this action, including attorneys' fees, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise from this Agreement and require resolution by the Court.

It is so ORDERED, this 11 day of June, 1997.


UNITED STATES DISTRICT JUDGE

AGREED TO:

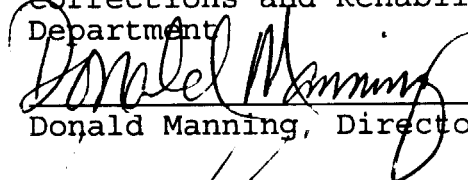
For the Plaintiff, the United State of America



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Southern District of Florida

For the Defendant,
Metropolitan Dade County
Corrections and Rehabilitation
Department



Donald Manning, Director



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Miami, Florida
33128-1993
Tel: (305) 375-5151

APPENDIX A

APPENDIX A

RELEASE

I, Jessica D. Glass, in consideration for accepting the monetary award and equitable relief that I am being offered by the Defendant pursuant to the Settlement Agreement entered in United States v. Metro Dade County, Florida, Civil Action No. _____ (S.D. Fla.) do hereby release the Defendant, Metropolitan Dade County, its Corrections and Rehabilitation Department, and any officer, agent or employee thereof, from any and all claims, charges, complaints, liabilities, obligations, causes of action, suits, rights, demands, costs, losses, grievances, debts and expenses (including attorney's fees and costs actually incurred) based upon any alleged discrimination with respect to employment with the County's Corrections and Rehabilitation Department in violation of any federal, state or local equal employment opportunity laws, statutes, regulations or ordinances occurring prior to the date of this Release and arising out of the above case and EEOC Charge Numbers 150-93-1820 and 150-93-2109.

I understand that the monetary award and equitable relief being offered to me in consideration for this Release do not constitute an admission, by any of the parties released, of the validity of any claim raised by me or on my behalf.

I acknowledge that a copy of the Settlement Agreement in this action has been made available to me.

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

Jessica D. Glass

Social Security Number _____

Sworn to before me this ____ day of ____, 199_.

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX B

APPENDIX B

NOTICE LETTER

Ms. Jessica D. Glass
1881 NW 96 Terrace
Apt 7P
Pembroke Pines, FL 33024

Dear Ms. Glass:

A Settlement Agreement has been entered settling a complaint of employment discrimination filed by the United States against Metropolitan Dade County.

Under the terms of the Settlement Agreement entered in the case of United States v. Metropolitan Dade County, Florida, Civil Action No. ____ (S.D. Fla.), a copy of which is enclosed, you are being offered a monetary award of \$ 5,976 for compensatory damages. In addition, the County has agreed to make good faith efforts, to the extent permissible under its collective bargaining obligations, to ensure that you are not required to work with the individuals you alleged harassed you.

Specifically, the County has agreed to do the following:

(a) Transfers

Lt. Davis and Sgt. Brooks will not be allowed to transfer into a facility to which you are already assigned. You will not be allowed to transfer into a facility in which Lt. Davis or Sgt. Brooks is already assigned. In the event that you and either Lt. Davis or Sgt. Brooks simultaneously request a transfer to the same facility (at which none is currently working), your request will be given preference.

(b) Overtime:

Sgt. Brooks will not be allowed to work overtime in any facility where you are assigned to work at the same time. Lt. Davis is currently considered exempt and is therefore not eligible for overtime. In the event overtime becomes available in a facility where Lt. Davis or Sgt. Brooks is

assigned, you will not be required to work the overtime, but may do so if you so choose.

(c) **Chain of Command:**

Sgt. Brooks and Lt. Davis will not be placed into a position where they supervise you. You will not be placed into a position where you are supervised by either Sgt. Brooks or Lt. Davis.

The monetary award and other relief are offered to you on the following condition: the County and its current and former officials and agents will require that you release them from all employment discrimination claims you may have against them arising out of this case and EEOC Charge Numbers 150-93-1820 and 150-93-2109. You should clearly understand that by executing the release you will be releasing your retaliation claim as well as your sex discrimination claim in return for the relief being offered to you under the Settlement Agreement.

In order to receive the monetary award and equitable relief offered to you pursuant to the Settlement Agreement, you must complete and return the enclosed Release Form. The Release must be signed before a Notary Public and returned to the undersigned. If you fail to return the Release Form within thirty (30) days from your receipt of this letter, you will forfeit your right to any relief under this Agreement unless you are able to show good cause for your failure to do so. Payment to you of the monetary award, minus appropriate deductions, will be made within fifteen (15) days after receipt by the undersigned of your signed Release.

If you have any questions concerning this settlement, you may contact Sharyn Tejani, attorney for the United States Department of Justice at (202) 514-5766.

Sincerely,

Lee Kraftchick
Assistant County Attorney
Metropolitan Dade County
Suite 2810
Stephen P. Clark Center
111 N.W. 1st St.
Miami, FL 33128-1993