

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

LANGSTON UNIVERSITY, ex rel., THE
BOARD OF REGENTS FOR THE
OKLAHOMA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGES, a state
agency,

Defendant.

Civil Action No. _____

CONSENT DECREE

This action was brought by the United States against the Langston University, ex rel., Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges ("Board") to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq., as amended. The Board is a governmental agency created pursuant to the laws of the State of Oklahoma that governs several public institutions of higher education in Oklahoma including Langston University, Langston, Oklahoma. In its complaint, the United States alleges that Langston University discriminated against Barbara Craig, Ph.D., a Professor employed by the University in its Department of English on the basis of her race in violation of 42 U.S.C. § 2000e-2(a).

The parties, desiring to settle appropriately this action, agree to the jurisdiction of this

Court over them and to the subject matter of this action, and hereby waive the entry of findings of fact and conclusions of law. The parties, desiring to avoid protracted and unnecessary litigation, also accept this Consent Decree (“Decree”) as final on the issues resolved. This Decree, being entered with the consent of the parties, shall not constitute an admission, adjudication or finding on the merits of this action, and the Board denies that any unlawful discrimination has occurred.

In resolution of this action, the parties hereby AGREE and the Court expressly

APPROVES, ENTERS and ORDERS the following:

I. PARTIES AND DEFINITIONS

1. The parties to this Decree are the United States, by the U.S. Department of Justice (“United States”), and Langston University, ex rel., the Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges.

2. The Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges, its current, former and future agents, employees, officials, designees and successors in interest are referred to hereinafter as “the Board.”

3. Barbara Craig, Ph.D., is referred to hereinafter as “Dr. Craig.”

4. The U.S. Equal Employment Opportunity Commission is referred to hereinafter as the “EEOC.”

5. Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e, *et seq.*, is referred to hereinafter as “Title VII.”

6. “Date of entry of this Decree” shall refer to the date on which the Court signs the Decree as an order of the Court.

7. "Faculty member" refers to persons employed by Langston University in the position of Associate Professor, Assistant Professor, Professor and as instructors, but not clerical, administrative and support personnel.

II. SPECIFIC RELIEF

8. Without admitting the allegations of the United States, and in settlement of the United States' claim for relief, as well as in settlement of the claims of Dr. Craig if she accepts the relief provided to her by this Decree, Langston University:

A. Will increase Dr. Craig's salary to \$52,777.92 per annum. This salary will remain in effect until her current employment contract expires on May 18, 2006. Such salary increase will be effective as of February 1, 2006.

B. Will offer Dr. Craig a total monetary award in the amount of \$30,426.00, of which \$27,926.00 will be attributed to backpay and interest, and \$2,500.00 will be attributed to compensatory damages.

C. Agrees that if the position of Chair of the English Department at Langston University becomes available in the future, and Dr. Craig applies for that position, she will be given fair, objective, non-retaliatory and non-discriminatory consideration.

9. Within thirty (30) days after the date of entry of this Decree, Langston University shall notify Dr. Craig of its terms by mailing to her, by certified letter, return receipt requested, a copy of the letter as set forth in Appendix A. The letter shall inform Dr. Craig of the provisions of this Decree and advise her that in order to accept the relief offered to her, she must return the executed Individual Relief and Release of Claim form at Appendix B, to counsel for the Board within thirty (30) days of receipt of the offer letter unless good cause, as determined exclusively

by the United States, exists for failure to do so. A copy of the Individual Relief and Release of Claims form and of this Decree shall be enclosed with the letter. If Dr. Craig declines the relief offered by Langston University and the Board, Langston University and the Board nevertheless will have satisfied their obligations to the United States pursuant to this Decree, and the United States will not seek additional relief on her behalf.

10. Within thirty (30) days of its receipt of the executed Individual Relief and Release of Claims form, Langston University shall increase Dr. Craig's salary to a rate of \$52,977.92 per annum as provided in paragraph 8(A). If formal approval by the Board is necessary to effectuate such salary change, Langston University will place an appropriate item on the Board's agenda for its March 3, 2006 regularly scheduled meeting for formal Board approval.

11. Langston University shall pay the full amount of the total monetary amount specified in paragraph 8 (B) to Dr. Craig within thirty (30) days of its receipt of the executed Individual Relief and Release of Claims form. Langston University shall include any necessary and appropriate tax, wage and withholding forms to reflect the monetary amounts paid to Dr. Craig.

12. Langston University and the Board shall notify the United States as soon as the payment to Dr. Craig has been made. Langston University shall promptly forward to the United States a copy of the canceled check or other appropriate documentation indicating that payment has been made.

III. GENERAL RELIEF

13. Langston University, by and through its officials, agents, employees and all persons in active concert or participation with Langston University in the performance of employment or personnel functions, shall not engage in any act or practice that discriminates against any

employee or applicant for employment because of that employee's or applicant's race in violation of Title VII. Langston University specifically states that it shall not in any way take the race of any employee, including faculty members, into account when making compensation decisions.

14. Langston University, by and through its officials, agents, employees and all persons in active concert or participation with Langston University in the performance of employment or personnel functions, shall not retaliate against or in any respect adversely affect the terms and conditions of any person because that person has opposed any practice or policy made unlawful by Title VII; filed a discrimination complaint, either formal or informal, with the Board or Langston University; filed a charge of discrimination with the EEOC or the Oklahoma Human Rights Commission; or testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII, including this case or this Decree.

IV. POLICIES AND PROCEDURES

15. Within sixty (60) days after the date of entry of this Decree, Langston University shall institute and permanently maintain a system of compensation for the English Department faculty at Langston University that is based on identified, objective factors and is free from considerations of race.

16. Within thirty (30) days after the date of this Decree, the Board shall submit a draft of a document setting forth the procedures described in paragraph 14 to the United States for review, comment and approval. The United States shall provide a response within thirty (30) days, and any disputes regarding the United States' approval shall be subject to the dispute resolution mechanism in paragraph 23.

17. Langston University shall insure that all individuals involved in setting the

compensation of Langston University faculty members receive a copy of the policy and procedures implemented pursuant to this Decree at least fourteen (14) days prior to the commencement of decision-making related to the compensation of Langston University faculty members.

V. TRAINING

18. No later than ninety (90) days after the date of entry and approval of this Decree, all Langston University managers and supervisory employees will be provided with training with respect to Title VII's prohibition against racial discrimination in employment. Langston University will select, with the concurrence of the United States, a qualified individual or group to conduct the training outlined in this paragraph. The United States' concurrence will not be unreasonably withheld. The United States will review and approve any proposed training prior to its administration.

VI. COMPLIANCE MONITORING

19. Langston University shall retain during the term of this Decree all documents, in paper or electronic form (including electronic mail), that may come into its possession and that are necessary to monitor the implementation of this Decree. Such records shall include but are not be limited to employment contracts, payroll data and documents relating to any formal or informal complaints of employment discrimination involving Langston University regardless of whether made to a local, state or federal agency or through Langston University's or the Board's internal grievance process.

20. The United States may review compliance with this Decree at any time. As part of that review, Langston University will provide copies of any documents relevant to its compliance

with this Decree upon the request of the United States, including but not limited to the documents described in paragraph 18.

VII. NOTIFICATION OF THE PARTIES

21. All documents required to be delivered under this Decree to the United States will be sent to the following address if sent by U.S. mail:

Chief
Employment Litigation Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Ave., NW - PHB 4500
Washington D.C. 20530

Documents sent by overnight delivery service should be sent to the following address;

Chief
Employment Litigation Section
Civil Rights Division
United States Department of Justice
601 D Street, NW
Washington D.C. 20004

22. All documents required to be delivered under this Decree to the Board will be sent to the attention of:

Michael Scott Fern, Esq.
Office of Legal Counsel
220 Student Union
Oklahoma State University
Stillwater, OK 74078

VIII. JURISDICTION OF THE COURT

23. The Court shall retain jurisdiction of the matters covered by this Consent Decree for a period of two (2) years from the date of entry and approval of this Decree. This Decree will expire without further order of this Court one year from the date of entry and approval.

24. If a dispute arises concerning compliance with this Decree, the parties will engage in good faith efforts to resolve the issue before seeking action of the Court. If the parties are unable expeditiously to resolve the issue, any party may move the Court for resolution, provided that written notice is first provided to the other party.

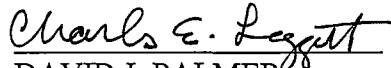
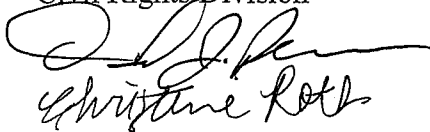
DONE and ORDERED this _____ day of _____, 200__.

UNITED STATES DISTRICT JUDGE

Agreed and Consented to:

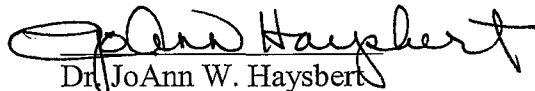
On behalf of Plaintiff United States:

WAN J. KIM
Assistant Attorney General
Civil Rights Division



DAVID J. PALMER
CHRISTINE M. ROTH
CHARLES E. LEGGOTT
United States Department of Justice
Civil Rights Division
Employment Litigation Section, PHB
950 Constitution Avenue, N.W.
Washington, D.C. 20530
(202) 514-0548

On behalf of Defendant Langston University,
ex rel., The Board of Regents for the
Oklahoma State University and Agricultural
and Mechanical Colleges:



Dr. JoAnn W. Haysbert
President, Langston University

APPENDIX A

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Dr. Barbara Craig
1914 Rolling Creek Road
Edmond, OK 73934

Re: United States v. The Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges, Case No. _____ (W.D. Okla.)

Dear Dr. Craig:

The United States, by the U.S. Department of Justice, and the Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges ("Board") have entered into a Consent Decree settling the case United States of America v The Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges, Case No. _____ (W.D. Okla.). A copy of the Consent Decree, which was approved and entered by the Court on ____, is enclosed.

Pursuant to the Consent Decree, the Board is offering to do the following:

1. Pay you a total monetary award of \$ _____, of which \$ _____ will be attributed to backpay and \$2,500.00 is attributed to compensatory damages.
2. Agree that if the position of Chair of the English Department at Langston University becomes available in the future and you apply for that position, you will be given fair, objective, non-retaliatory and non-discriminatory consideration.

In order to accept the Board's offer, you must execute the enclosed **Individual Relief and Relief of Claims** form and return it, within thirty (30) days of your receipt of this letter, to the Board's counsel at:

Michael Scott Fern, Esq.
Associate General Counsel
Office of Legal Counsel
220 Student Union
Oklahoma State University
Stillwater, OK 74078

The University will pay the monetary amount offered to you within thirty (30) days of its receipt of your executed release.

If you decline the relief offered by the University, the University 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.

If you have any questions concerning the Consent Decree or the Boards offer to you, you may contact the following Department of Justice attorney in Washington D.C.:

Charles E. Leggott
United States Department of Justice
Civil Rights Division
Employment Litigation Section
PHB - Room 4028
Washington, D.C. 20530
(202) 514-0548.

Sincerely,

Michael Scott Fern
Attorney for Defendant

Enclosures

APPENDIX B

INDIVIDUAL RELIEF AND RELEASE OF CLAIMS

My name is Barbara Craig.

I do ____

I do not ____

accept the monetary relief that is being offered to me under the Consent Decree in United States of America v. Langston University, ex rel., the Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges, Case No. _____ (W.D. Okla.).

Date: _____

Signature: _____

IF YOU ARE ACCEPTING THE RELIEF, OR ANY PART OF THE RELIEF OFFERED TO YOU, YOU MUST COMPLETE THE REST OF THIS FORM, HAVE IT NOTARIZED AND POST -MARKED BY _____ [Date]. A pre-addressed envelope is enclosed which you may use to return this form. You must return this form to the address on the envelope within thirty (30) days of your receipt of this letter unless you show good cause for not meeting this deadline. The envelope enclosing this form must be postmarked by _____ [date]. If you have any questions about how to complete the form, you may contact Charles E. Leggott at the United States Department of Justice at (202) 514-0548.

RELEASE OF CLAIMS

For and in consideration of the acceptance of the relief, or any part of it, offered to me by Langston University, ex rel., the Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges pursuant to the provisions of the Consent Decree entered by [JUDGE] on _____, 200_ in United States v. Langston University, ex rel., the Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges, I, Barbara Craig, hereby release and forever discharge the State of Oklahoma, the Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges, Langston University, and all their current and future officials, employees and agents, of and from all legal and equitable claims, demands, obligations, damages and costs arising out of the Complaint filed in the above-captioned civil action, any related claims under state law, and EEOC Charge No. 310-2004-03285, or which arise out of said action and or said EEOC charge, accruing prior to the date of this release.

I understand that the relief to be given to me, including the payment of any monetary amount, does not constitute an admission by Langston University and the Board of regents for the Oklahoma State University and Agricultural and Mechanical Colleges of the validity of any claim raised by me or on my behalf, nor does it constitute a finding of any wrongdoing or violation of any applicable federal law or regulation.

This Release constitutes the entire agreement between Langston University, ex rel., the Board of Regents for the Oklahoma State University and Agricultural and Mechanical Colleges and me, without exception or exclusion.

I acknowledge that a copy of the Consent Decree 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.

Date: _____
Barbara Craig

Subscribed and sworn to before me this ____ day of _____, 200_.

Notary Public

My commission expires: _____