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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
ENTERED

MAY 13 1996

Michael N. Milby, Clerk

GAYNELLE GRIFFIN JONES

U.S. Attorney for the Southern District of Texas

Attorneys for Defendant:

MERRI SCHNEIDER-VOGEL
Bracewell & Patterson L.L.P.
South Tower Pennzoil Place
711 Louisiana Street, Suite 2900
Houston, Texas 77002-2781

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA,)
)
 Plaintiff,)
)
 v.)
)
 SPRING INDEPENDENT SCHOOL DISTRICT,)
)
 Defendant.)
)

Civil Action No.

H - 96 - 1499

CONSENT DECREE

This action was brought by the United States against the Spring Independent School District, Houston, Texas (hereinafter "School District" or "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 charge of discrimination filed by James

E. Straughter. In its Complaint, the United States alleges that the Defendant discriminated against Mr. Straughter on the basis of his race, black, in violation of §703(a) of Title VII by:

(a) subjecting Mr. Straughter to racial harassment during his employment as a Grounds Crew Worker in the School District's Maintenance Department, which adversely affected the terms, conditions, and privileges of Mr. Straughter's employment; and

(b) failing to take appropriate action to remedy the effects of the discriminatory treatment of Mr. Straughter. This Consent Decree resolves all issues raised by the Complaint.

The School District denies that it has discriminated in any manner against Mr. Straughter in violation of Title VII and alleges that all of its policies and practices are in full compliance with the law. Nevertheless, the parties, desiring that this action be settled by appropriate Consent Decree, agree to the jurisdiction of this Court over the parties, and the subject matter of this action. The parties waive, for the purposes of this Consent Decree only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry of this Consent Decree as final and binding among themselves as to the issues raised in the Complaint filed in this case.

This Consent Decree, 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 School District or a finding of any wrongdoing or violation of

any applicable federal or state law or regulation. It is therefore ORDERED, ADJUDGED AND DECREED as follows:

A. GENERAL

1. The School District by and through its officials, agents, employees and all persons in active concert or participation with the School District 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 any term or condition of employment because of such employee's race, including, but not limited to creating, maintaining, supporting, condoning or ignoring a racially hostile work environment.

2. The School District agrees 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 School District or any of its departments; filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") or the Texas Human Rights Commission; and/or participated in or cooperated with the initiation, investigation, litigation or administration of this case or this Consent Decree.

B. THE MAINTENANCE DEPARTMENT

3. The School District agrees that it shall institute and carry out policies and practices in its Maintenance Department reasonably calculated to guarantee a work environment free from discrimination on the basis of race against its employees. To

assist in this effort, the School District shall take the actions described in paragraph 4 below.

B.1. TRAINING

4. The School District agrees to provide training on racial discrimination, including harassment that may constitute a racially biased work environment (hereinafter collectively referred to as "race discrimination/harassment"), and how to avoid racial discrimination/harassment, to its Maintenance Department employees according to the following terms:

(a) Defendant shall retain and pay for (if a fee is charged) a consultant/lecturer who shall provide consultation and training for one seminar-training session. All employees, including supervisory personnel, employed in the Maintenance Department shall attend the seminar session. The Defendant may at its election have duplicative sessions, or videotape the session and replay it, to accommodate staffing needs. The Defendant shall be responsible for any additional costs to provide such duplicative sessions.

(b) The seminar-training session shall be conducted within five months of the entry of this Consent Decree. Any duplicative session shall be conducted within two months after the first session. All personnel required by paragraph 4(a) to attend the training seminar who did not attend the first session shall make a good faith effort to attend the duplicative session or watch the videotape of the first training seminar, which shall be prepared and shown to any employee required by paragraph 4(a)

to attend the seminar who was unable to attend either session, and to all personnel new to the Maintenance Department during the life of this Consent Decree.

(c) The consultant/lecturer shall be a person(s) acceptable to the United States. The School District shall submit the name(s), address(es), telephone number(s), and resume(s) of the proposed consultant/lecturer(s) together with the dates of the proposed seminar and the details of the contents of the training to the Department of Justice within sixty (60) days of the entry of this Consent Decree. The United States shall have thirty (30) days from the date of receipt of the information described above to accept or reject the proposed consultant/lecturer and/or the contents of the seminar. In the event the United States does not approve the School District's designated consultant/lecturer and/or the contents of the seminar, the United States and the School District shall attempt to resolve the matter. If no agreement can be reached, the dispute shall be submitted to the Court.

(d) The seminar-training session shall be no less than four hours of instruction. All personnel, designated in paragraph 4(a) shall attend the seminar-training session. A sign-in sheet will be provided and each staff member attending will sign in. A sign-in sheet will be provided for all of the video presentations and any duplicative sessions the School District chooses to conduct. The sign-in sheet shall be retained by the School District for the duration of this Consent Decree

and shall be provided to the United States together with a list of supervisors employed by the School District in its Maintenance Department on the day of the seminar-training session.

(e) The seminar shall include the subject of what constitutes race discrimination/harassment; that race discrimination/harassment violates Title VII; how to prevent racial discrimination/harassment; how to provide a work environment free from race discrimination/harassment; to whom and by what means employees may complain if they believe they may have been subjected to discrimination on the basis of race or have witnessed race discrimination/harassment in the workplace; the Equal Employment Opportunity Commission guidelines and policies describing race discrimination/harassment; how to participate in a workable, fair grievance system aimed at eradicating discrimination in the workplace; and how supervisory personnel are to conduct effective investigations of racial discrimination/harassment complaints.

(f) During the training session, a representative of the School District shall speak to the supervisors of the Maintenance Department about potential discipline that can be taken against supervisors who commit acts of race discrimination/harassment or allow race discrimination/harassment to occur in the workplace; the importance of maintaining an environment free of race discrimination/harassment; and the School District's policy prohibiting race discrimination/harassment.

(g) The United States, at its discretion, may designate an attorney(s) employed by the United States to attend and participate in the seminar-training session described above, and the representatives shall have the right to attend and fully participate in the session.

C. SPECIFIC RELIEF

5. Without admitting the contentions of the United States, and in settlement of the claim of the United States for relief on behalf of James E. Straughter, who, by his own signature and that of his attorney, has indicated his agreement to the relief provided by this Consent Decree by signing the Consent Decree and the attached release, the School District agrees to do the following:

6. The School District shall, within ten (10) days after the entry of this Consent Decree, pay to James E. Straughter, in care of his attorney, Julius Larry, III, 1834 Southmore Boulevard, Houston, Texas 77004, a monetary award of \$ 100,000.00, which award shall constitute compensatory damages.

7. It is the parties' belief that the monetary award of \$100,000.00 in compensatory damages to be paid to Mr. Straughter pursuant to this Consent Decree is excludable from gross income as damages for personal injury under Section 104(a)(2) of the Internal Revenue Code of 1986. Accordingly, the School District shall not withhold for income tax purposes any portion of the monetary award to be provided to Mr. Straughter. If any monetary relief is awarded to Mr. Straughter in addition to the

compensatory damages specified in this paragraph, Mr. Straughter is responsible for payment of income taxes on that additional amount.

D. RELEASES

8. As a condition of the relief given to James E. Straughter outlined in paragraphs C.5. through C.7., James E. Straughter and his attorney shall execute the releases which are incorporated for all purposes as Appendices A and B of this Consent Decree.

E. RECORDS

9. The School District shall retain during the life of this Consent Decree records necessary to document the implementation of this Consent Decree. The School District shall make those records and all other documents relevant to its compliance with and implementation of this Consent Decree available for inspection and copying, within thirty (30) days of any written request sent by the Department of Justice to the School District's attorney.

10. The School District shall provide written reports to the Department of Justice six (6) months from the date of entry of this Consent Decree, and every six months thereafter while this Consent Decree is in effect, containing the following information:

(a) The name, address, position, social security number and telephone number of any employee in the Maintenance Department who has brought allegations of racial

discrimination/harassment against the School District or any of its personnel, during the six months preceding the report. The nature of the complaint, investigatory efforts made by the School District and the corrective action taken, if any, shall be specified.

(b) The sign-in sheet of persons attending the seminar required in paragraph 4(d) of this Consent Decree, a list of current supervisors employed by the School District in its Maintenance Department on the day of the seminar-training session, and any new employees who have seen the video tape.

11. The School District shall maintain, for the duration of this Consent Decree, all records pertaining to information and documents that are the subject of the reports required by this Agreement.

F. IMPLEMENTATION

12. The parties shall attempt to resolve informally any disputes that may occur under this Consent Decree. 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.

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

14. This Consent Decree shall expire by its own terms at the end of five years from the date of its entry, without further action by the parties. Prior to its termination any party may move, for good cause shown, for an extension of this Consent Decree's term.

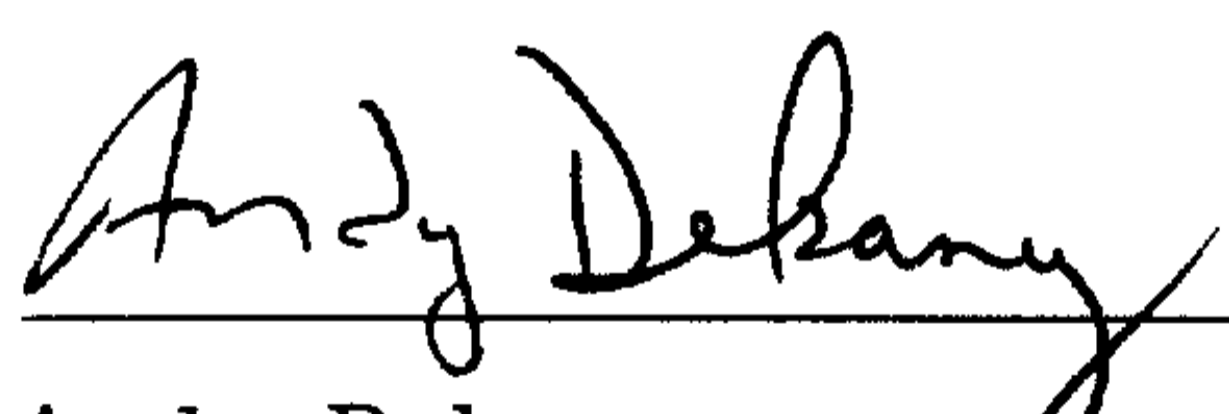
15. The parties shall bear their own costs in this action, including attorney's fees, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise from this Consent Decree and require resolution by the Court.

It is so ORDERED, this 9th day of May, 1996.

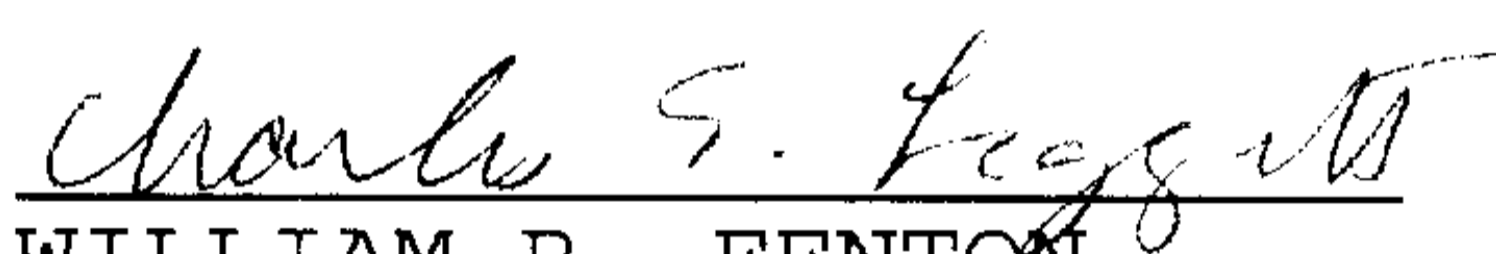

UNITED STATES DISTRICT JUDGE

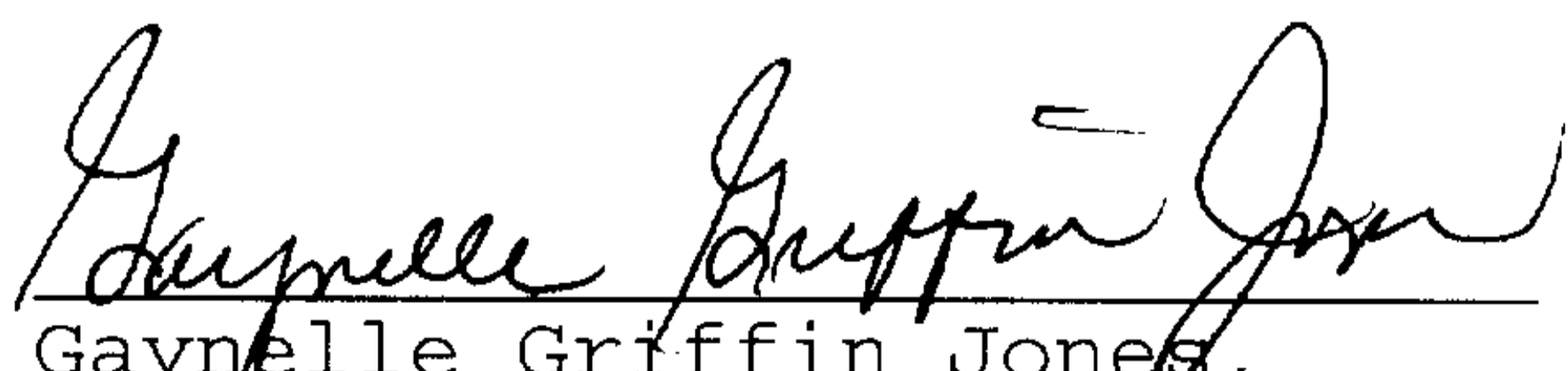
AGREED AND CONSENTED TO:

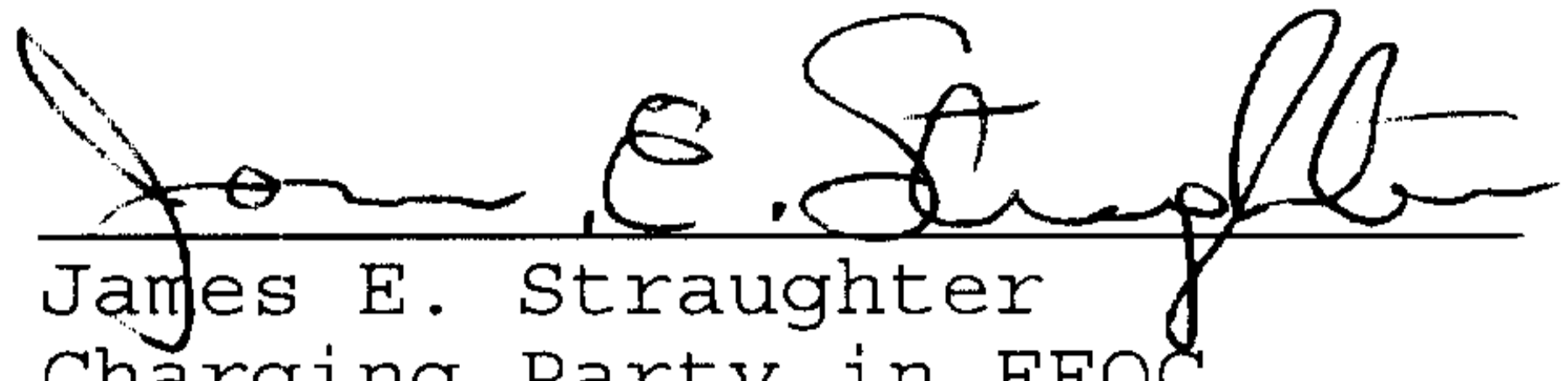
For the Defendant:


Andy Dekaney
President, Board of Trustees
On behalf of the Board of
Trustees and the Spring
Independent School District

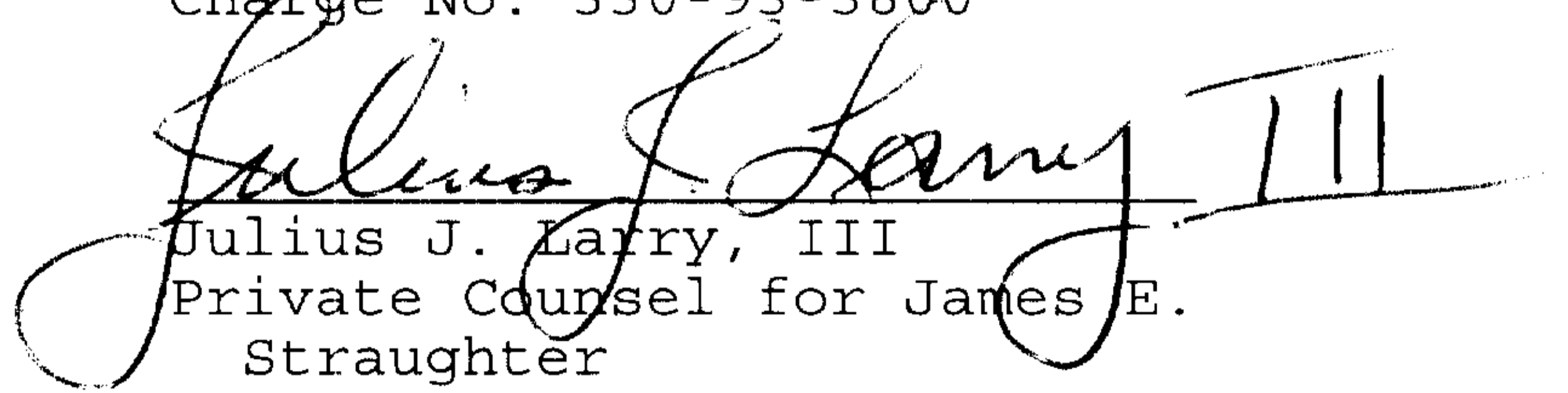
For the Plaintiff:


WILLIAM B. FENTON
CHARLES E. LEGGOTT
Attorneys
Civil Rights Division
U.S. Department of Justice
Post Office Box 65968
Washington D.C. 20035-5968


Gaynelle Griffin Jones,
U.S. Attorney for the Southern
District of Texas



James E. Straughter
Charging Party in EEOC
Charge No. 330-93-3800



Julius J. Larry, III
Private Counsel for James E.
Straughter

1834 Southmore Blvd.
Houston, Texas 77004

A P E N D I X A

RELEASE

United States v. Spring Independent School District
Civil Action No.

STATE OF TEXAS

COUNTY OF Harris

For and in consideration of the relief offered James E. Straughter pursuant to the provisions of the Consent Decree to be entered by the United States District Court in United States v. Spring Independent School District (S.D. Tex.); James E. Straughter acknowledges the sufficiency of the relief offered pursuant to the provisions of the Consent Decree entered in the above-referenced matter, and agree to the following terms of this Release.

1. Payment of the consideration stated in this agreement does not constitute an admission on the part of the Spring Independent School District that it discriminated against James E. Straughter or that it violated any right guaranteed to Mr. Straughter under any state or federal law, regulation, or constitution.

2. James E. Straughter does for himself individually and on behalf of his heirs, successors and assigns release, acquit and forever discharge the Spring Independent School District, its Board of Trustees in their individual and official capacities, and its agents, servants and employees in their individual and official capacities from any and all claims, demands and all causes of action which have or may have accrued against any of the aforementioned under Title VII of the Civil Rights Act of 1964, as amended, and/or its implementing regulations, the Americans with Disabilities Act or its implementing regulations, Section 504 of the Rehabilitation Act of 1973 and/or its implementing regulations, 42 U.S.C. Section 1983 and Section 1988, the United States Constitution and from any action under federal law, or state common law, whether in tort or in contract, the Texas Commission on Human Rights Act, which has or may have arisen in relation to Mr. Straughter's employment by the District prior to finalization of the Consent Decree.

3. James E. Straughter further releases, acquits and forever discharges the District, its Board of Trustees in their individual and official capacities, and its agents, servants and employees in their individual and official capacities from any and all claims, demands, and all causes of action related to attorney fees, costs and expenses of any nature which may have accrued against any of the aforementioned under Title VII of the Civil Rights Act of 1964 and/or its implementing regulations,

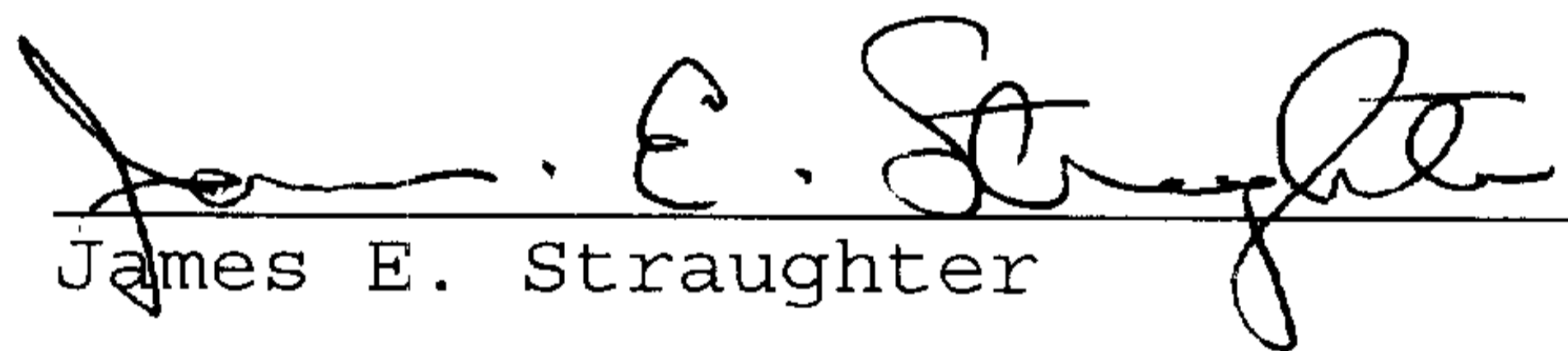
Section 504 of the Rehabilitation Act of 1973 and/or its implementing regulations, the Americans with Disabilities Act and/or its implementing regulations, 42 U.S.C. Section 1983, and Section 1988, the United States Constitution, and from any action under federal or state common law, whether in tort or contract, the Texas Commission on Human Rights Act, which has or may have arisen in relation to my employment by the District prior to finalization of the Consent Decree.

4. James E. Straughter agrees not to sue or participate in any suit against the District, its Board of Trustees in their official and individual capacities and/or its agents, servants or employees in their individual capacities for any claims, demands or causes of action of any nature that are based upon facts occurring prior to the finalization of this Consent Decree and related to Mr. Straughter's employment with the District including any claim arising under any federal statute or regulation, state common law, or the state or federal constitution.

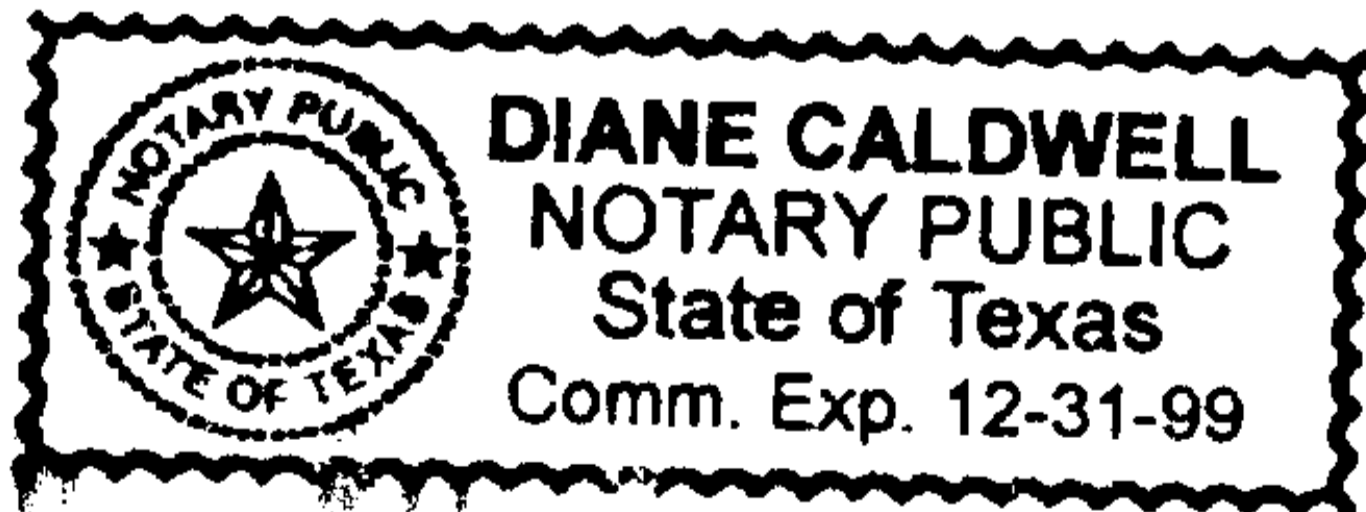
5. James E. Straughter expressly warrants that prior to execution of this Consent Decree and Release, he was advised to consult with an attorney, that he has consulted with an attorney, that he has read the Consent Decree and Release and has satisfied himself that he fully understands their terms and conditions. Each party warrants that the party has entered into this Consent Decree knowingly and voluntarily and without duress.

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

Signed this 16th day of April, 1996.


James E. Straughter

Subscribed and Sworn to before me this 16th day of April, 1996.




NOTARY PUBLIC

My commission expires: 12/31/99

A P E N D I X B

RELEASE

United States v. Spring Independent School District
Civil Action No.

STATE OF TEXAS

COUNTY OF Harris

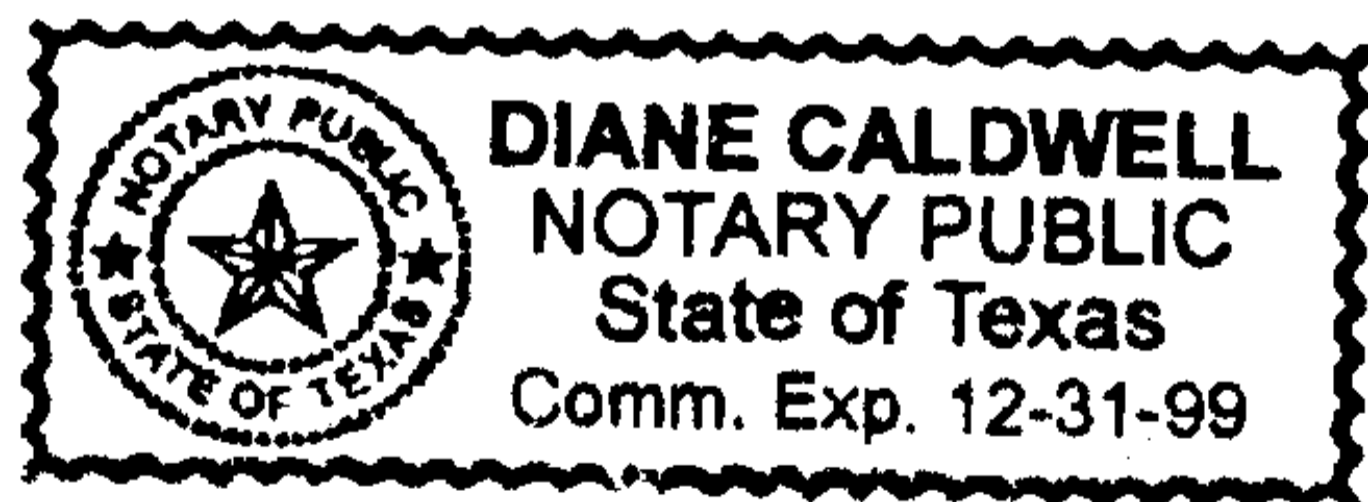
For and in consideration of the relief offered James E. Straughter pursuant to the provisions of the Consent Decree to be entered by the United States District Court in United States v. Spring Independent School District (S.D. Tex.); Julius Larry, III, as attorney for James E. Straughter releases, acquits and forever discharges the Spring Independent School District, its Board of Trustees in their individual and official capacities, and its agents, servants, and employees in their individual and official capacities from any and all claims, demands and all causes of action related to attorney fees, cost and expenses of any nature in connection with representing James E. Straughter in any legal proceeding against the District prior to the finalization of the Consent Decree.

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

Signed this 16th day of April, 1996.

Julius F. Larry III
Julius Larry, III

Subscribed and Sworn to before me this 16th day of April, 1996.



Diane Caldwell
NOTARY PUBLIC

My commission expires: 12/31/99