

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	NO. 2:05-CV-029 PS
Plaintiff,)	
)	
v.)	
)	
SCHOOL CITY OF HAMMOND,)	
)	
Defendant.)	
)	

CONSENT DECREE

This matter is before the Court on the Parties’ Joint Motion for Entry of a Consent Decree [Doc. 14]. Having reviewed the parties’ motions and finding the Consent Decree to be fair and equitable, the parties’ joint motion is hereby **GRANTED**.

I. The Litigation

On January 24, 2005, the Equal Employment Opportunity Commission (“Commission”) instituted this Action under the authority granted to it under Sections 16(c) and 17 of the Fair Labor Standards Act of 1938 (the “FLSA”), as amended, 29 U.S.C. §§ 216(c) and 217, to enforce the requirements of the Equal Pay Act of 1963, codified as Section 6(d) of the FLSA, 29 U.S.C. § 206(d). The Commission’s action was brought to restrain the allegedly unlawful payment of wages to employees of one sex at rates less than the rates paid to employees of the opposite sex. The parties desire to resolve this matter without further litigation and, to that end, waive trial, briefs, arguments, findings of fact, and conclusions of law. The parties agree that this Consent Decree resolves all matters in dispute in this action.

II. Findings

Having examined the terms and provisions of this Decree, and based on the pleading and record, the Court finds the following:

1. This Court has jurisdiction of the subject matter of this action and of the parties to this case.

2. The terms of this Decree are adequate, reasonable, equitable and just and the rights of the EEOC and the School City of Hammond and the public interest are adequately protected by this Decree; and

3. This Decree conforms with Federal Rules of Civil Procedure and the applicable requirements of the Equal Pay Act as codified in the FLSA. The entry of this Decree will further the objectives of the Equal Pay Act and will be in the best interests of the EEOC, the School City of Hammond, and the public.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant agrees that it will not pay wages to employees of one sex at rates less than the rates paid to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to (i) a seniority system; (ii) a merit system; (iii) a system which measures earnings by quantity or quality of production; or (iv) a differential based on any other factor other than sex.

2. Defendant agrees to comply with all of the requirements of the Equal Pay Act as codified in the FLSA.

3. Defendant agrees that there will be no discrimination or retaliation of any kind against any person because of opposition to any practice made unlawful under the Equal Pay Act as codified in the FLSA, or because of the filing of a charge, the giving of testimony, assistance,

or participation in any manner in an investigation, proceeding or hearing under the Equal Pay Act as codified in the FLSA.

4. Defendant agrees to post the Notice of Non-Discrimination Policy attached as Appendix A to this Decree in a conspicuous place on its premises. Said notice shall remain posted throughout the term of this Decree.

5. Defendant agrees to pay Debra Twitdy, or her heirs and assigns in the event of her death, \$15,000 subject to applicable taxes and withholdings. Defendant agrees not to deduct from this amount the employer's share of any costs, taxes, or social security required by law to be paid by the Defendant. Upon entry of this Decree, the Commission will forward a release (see Appendix B) to Debra Twitdy for her execution. The Commission will notify counsel for Defendant upon receipt of the release executed by Debra Twitdy. Then, within fifteen (15) days of this notification, Defendant shall mail the check, payable to Ms. Twitdy, to her by certified mail at 130 Morningside Ave., Gary, IN 46408. Defendant shall mail a copy of Ms. Twitdy's check and proof of its delivery to Twitdy (a signed certified mail receipt) to the Commission. Upon receipt of proof of delivery of a check to Twitdy, the Commission shall forward the release to counsel for Defendant.

6. Defendant agrees to pay Blanca Nieves, or her heirs and assigns in the event of her death, \$12,000 subject to applicable taxes and withholdings. Defendant agrees not to deduct from this amount the employer's share of any costs, taxes, or social security required by law to be paid by the Defendant. Upon entry of this Decree, the Commission will forward a release (see Appendix B) to Blanca Nieves for her execution. The Commission will notify counsel for Defendant upon receipt of the release executed by Blanca Nieves. Then, within fifteen (15) days of this notification, Defendant shall mail the check, payable to Ms. Nieves, to her by certified

mail at 1037 Elliott Dr., Munster, IN 46321. Defendant shall mail a copy of Ms. Nieves's check and proof of its delivery to Nieves (a signed certified mail receipt) to the Commission. Upon receipt of proof of delivery of a check to Nieves, the Commission shall forward the release to counsel for Defendant.

7. Defendant agrees to incorporate the language contained in paragraph 1 of this decree into its school policies and procedures relating to non-discrimination in the workplace.

8. Defendant agrees that it shall conduct a training seminar for all administrative officials with hiring and termination authority employed by the School City of Hammond on equal employment opportunities, including equal pay issues, and retaliation. This training shall cover what constitutes unlawful employment practices and the laws enforced by the EEOC, including the Equal Pay Act of 1963. Said seminar must be conducted within six (6) months from the date of entry of this Decree. Thirty (30) days prior to the date of the seminar, the Defendant shall provide notice to the Commission regarding the date, time and place of the seminar, and shall send to the Commission a copy of the seminar program and all written materials, if any, to be used at the seminar. The Commission may provide reasonable input on the content of the program.

9. Defendant agrees to submit reports to the EEOC detailing its compliance with this decree. Within sixty (60) days of the date of this Decree, Defendant will certify to the EEOC Regional Attorney that the requirements of paragraph 7 above have been met. Defendant further agrees to submit a report to the EEOC within thirty days of its completion of the training described in paragraph 8 above. Said report shall include the date the training took place and a list of all those employees who attended the training. Reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity

Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

10. Defendant agrees that the EEOC may review compliance with this Decree. As part of such review, upon ten (10) days prior notice to the Superintendent of the School City of Hammond, the EEOC may inspect the premises, interview employees, examine and copy documents. Defendant shall have the right to have counsel present at any such inspection.

11. In the event that EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give notice in writing thereof, specifically identifying the alleged violation to Defendant. Defendant will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before Plaintiff exercises any remedy provided by law.

12. The term of this Decree shall be for two (2) years following the date of the entry of this decree.

13. The Commission and Defendant will bear their own costs and attorney fees.

14. RETENTION OF JURISDICTION BY COURT The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

SO ORDERED.

ENTERED: October 26, 2005

s/ Philip P. Simon
PHILIP P. SIMON, JUDGE
UNITED STATES DISTRICT COURT

APPENDIX A

EMPLOYEE NOTICE

**Posted Pursuant to an Agreement with the
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Indianapolis District Office**

NOTICE OF NON-DISCRIMINATION POLICY

This Notice is being distributed and posted by agreement between the School City of Hammond and the United States Equal Employment Opportunity Commission (EEOC), resolving Civil Action No. 2:05-CV-029 PS.

Federal law prohibits payment of wages to employees of one sex at rates less than the rates paid to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where such payment is made pursuant to (i) a seniority system; (ii) a merit system; (iii) a system which measures earnings by quantity or quality of production; or (iv) a differential based on any other factor other than sex.

Federal law also prohibits retaliation of any kind against any person who has opposed any practice made unlawful under federal law or because an individual has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.

The School City of Hammond supports and will comply with federal law in all respects and will not take any actions against employees because they have exercised their rights under the law. The School City of Hammond agrees to make revisions to its school policies and procedures relating to non-discrimination in the workplace, will conduct a training seminar on equal employment opportunities, including equal pay issues, and retaliation.

Should you have any complaints of discrimination, including sexual harassment, you can contact the EEOC at the address and telephone number given below.

Date

Dr. Walter J. Watkins, Superintendent of Schools

Questions concerning this notice may be addressed to:

**Equal Employment Opportunity Commission
101 W. Ohio St., Suite 1900
Indianapolis, Indiana 46204-4203
Telephone: (317) 226-7212
EEOC 800 # 1-800-669-4000
TDD (317) 226-5162**

APPENDIX B

RELEASE

In consideration of the payment to me by School City of Hammond of \$ _____ less appropriate taxes and withholdings, and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and School City of Hammond in Civil Action 2:05-CV-029 PS, entered by the Court on the _____ day of _____, 2005, of which this Release is a part, I, _____, hereby fully and forever release and discharge School City of Hammond, its successors and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation raised in the charges of discrimination underlying Civil Action No. 2:05-CV-029 PS.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on the _____ day of _____, 2005.

County of)
)SS
State of)

Name

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public

County of Residence _____

My Commission Expires: _____