

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF
JUSTICE, TIMOTHY F. GOODSON,**

AND

THE CITY OF LANCASTER, PENNSYLVANIA

1. The parties to this Agreement are the United States Department of Justice, Timothy F. Goodson, and the City of Lancaster, Pennsylvania. The United States Department of Justice is referred to hereinafter as the "Department of Justice." The City of Lancaster, Pennsylvania, its agents, employees, officials, designees, and successors in interest, are referred to hereinafter as "City of Lancaster." Timothy F. Goodson is referred to as "Mr. Goodson." The Equal Employment Opportunity Commission is referred to hereinafter as the "EEOC." 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."

The parties hereby agree as follows:

FACTUAL AND JURISDICTIONAL BACKGROUND

2. This matter arises from a charge filed on or about August 19, 1999, by Mr. Goodson with the Philadelphia District Office of the EEOC, charge number 170-99-1715, alleging race based discrimination in promotion and retaliation by the City of Lancaster Bureau of Police. On or about September 21, 2000, the EEOC issued a determination letter on charge number 170-99-1715 finding reasonable cause to believe that Mr. Goodson was discriminated against on the basis of race and retaliated against for complaining about racial harassment. The EEOC was unable to secure an acceptable conciliation agreement and subsequently referred the charge to the Department of Justice, pursuant to Section 706 (f) (1) of Title VII, 42 U.S.C. § 2000e-5(f) (1).

3. Title VII applies to the City of Lancaster 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).

4. The Department of Justice has authority to file suit on EEOC charge number 170-99-1715 under Title VII, 42 U.S.C. 2000e-5 (f) (1). The EEOC has authority to issue a determination on EEOC charge number 170-99-1715 under Title VII, 42 U.S.C. § 2000e, et seq.

5. In response to Mr. Goodson's charge, the City of Lancaster contends that it did not discriminate against Mr. Goodson and that there was no retaliatory action taken against

Mr. Goodson. The EEOC found that the participation in the selection process of an individual disciplined for racial harassment rendered the process tainted.

6. This Agreement, in whole or in part, shall not be construed as an admission by the City of Lancaster or as an acceptance by the Department of Justice of any argument that the City of Lancaster has previously made or may subsequently make as to the substance of the allegations in charge number 170-99-1715.

7. The parties have determined that their respective interests can be met without engaging in protracted litigation to resolve this dispute, and have therefore voluntarily entered into this Agreement whereby the City of Lancaster is offering Mr. Goodson the following relief:

OFFER BY THE CITY OF LANCASTER AND ACCEPTANCE BY MR. GOODSON

8. The City of Lancaster is offering to Mr. Goodson the following:

a) To pay for Mr. Goodson to attend a Time Management and/or Project Management Seminar. Acceptable vendors include Fred Pryor and Skillpath Seminars. This training can be done as part of Mr. Goodson's on-duty hours or, if off duty, compensatory time will be granted.

b) To pay for Mr. Goodson to take the one college course necessary for him to complete his Associate's Degree. Mr. Goodson will complete the course on his off-duty time.

c) To provide a mentor from the Criminal Investigative Department who is mutually agreeable to both the City of Lancaster and Mr. Goodson. The mentor, Lt. Yost, will review samples of

Mr. Goodson's investigations and reports. Every three months Lt. Yost will give Mr. Goodson and Captain Wolpert a written appraisal of the work reviewed. Lt. Yost will also provide recommendations for improvement as appropriate.

d) To ensure that Mr. Goodson's platoon officer in charge will make written quarterly evaluations to the Chief of Police of Mr. Goodson's performance as a patrol officer. The periodic evaluations will include an appraisal of Mr. Goodson's ability to work with others in his current position. A copy of the evaluation will be provided to Mr. Goodson.

9. That the Chief of Police, after reviewing all the above information, will be the sole determiner in deciding if Mr. Goodson has demonstrated the necessary skills to become a detective trainee.

10. That Mr. Goodson shall not be harassed, intimidated, retaliated against or penalized in any future considerations for wage increases, promotions, transfers, or other employment related matters because of having filed EEOC charge number 170-99-1715 or because of proceedings arising out of the filing of that charge.

11. By his signature to this Agreement and his execution of the "Release of All Claims" attached as Exhibit 1 hereto, Mr. Goodson is accepting the above-described offer by the City of Lancaster.

12. The City of Lancaster will notify the undersigned counsel for the United States when it has completed the actions described in paragraph 8(a) and (b), and shall, upon request, provide to the United States the name of the mentor selected in accordance with section (c) of paragraph 8 and any appraisals or reports prepared by the mentor or the officer in charge (referred to in paragraph 8(d)).

13. The obligations contained in 8(c) and 8(d) will expire after the fourth quarterly report has been received by Mr. Goodson.

OTHER PROVISIONS

14. The City also agrees that it will not allow any employee to participate in a hiring or promotional board, when that employee has been found to have engaged in discriminatory conduct and the individual who accused the employee of discrimination is subject to consideration by the board.

15. The Attorney General of the United States is authorized, pursuant to Section 706 (f) (1) of Title VII, 42 U.S.C. § 2000e-5 (f) (1), to institute a civil action against a municipal government employer when the EEOC has determined that there is reasonable cause to believe that a charge of employment discrimination is true, and the EEOC has been unable to secure an acceptable conciliation agreement. These preconditions exist with respect to EEOC charge number 170-99-1715 filed by Mr. Goodson. In

consideration for the City of Lancaster offering the relief to

Mr. Goodson provided for in this Agreement, the Attorney General will not use EEOC charge number 170-99-1715 as the jurisdictional basis for a civil action against the City of Lancaster under Title VII on behalf of Mr. Goodson. Nothing in this agreement precludes the Attorney General from investigating or bringing any action under any statute or regulation against the City of Lancaster under factual circumstances other than those of EEOC charge number 170-99-1715.

16. The Department of Justice, in the name of the United States, may institute a civil action in the appropriate U.S. District Court to enforce this Agreement, if it believes that this Agreement or any requirement thereof has been violated. The Department of Justice may review compliance with this Agreement at any time. If the Department of Justice believes that this Agreement or any portion of it has been violated, it will raise its concern(s) with the City of Lancaster, and the parties will attempt to resolve the concern(s) in good faith. The City of Lancaster will be given 14 days to cure any breach of this Agreement, after the alleged breach has been brought to its attention, prior to the institution of any enforcement action.

17. A signatory to this document in a representative capacity for either party represents that he or she is authorized to bind that party to this Agreement.

18. Failure by the Department of Justice to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.

19. This Agreement is a public document and constitutes the entire agreement between the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral made by either party, that is not contained or referenced in this written Agreement, shall be

enforceable. Copies of this Agreement shall be made available to any person by either party upon

request to that party.

EFFECTIVE DATE

20. The effective date of this Agreement is the date of the last signature below. This agreement will expire on _____ [13th month after date of signing].

For City of Lancaster: For the United States

Department of Justice:

Mayor Charles W. Smithgall

39 East Chestnut Street Ralph F. Boyd, Jr.

Lancaster, PA 17602 Assistant Attorney General

Dated: _____

Teresa A. Ferrante

Tamara R. Alexander

Employment Litigation Section

Civil Rights Division

_____ U.S. Department of Justice

Harry St. C. Garman, Esquire 10th and Constitution Ave., NW

City Solicitor Washington, D.C. 20530

Hartman Underhill & Brubaker (202) 514-3814

221 East Chestnut Street

Lancaster, Pennsylvania 17602-2782 Dated:_____

Dated:_____

Charging Party

Timothy F. Goodson

1753 Beta Farm Drive

Lancaster, Pennsylvania 17603

Dated:_____

Exhibit 1

RELEASE OF ALL CLAIMS

For and in consideration of the acceptance of any of the relief offered to me by the City of Lancaster, Pennsylvania ("the City of Lancaster"), pursuant to a Settlement Agreement between the United States Department of Justice, Timothy F. Goodson, and the City of Lancaster, including, specifically, an offer by the City of Lancaster:

1) To pay for me to attend a Time Management and/or Project Management Seminar. Acceptable

vendors include Fred Pryor and Skillpath Seminars.

- 2) To pay for me to take the one college course necessary for me to complete my Associate's Degree. I will complete the course on my off-duty time.
- 3) To provide a mentor, Lt. Yost, who is mutually agreeable to both the City of Lancaster and me from the Criminal Investigative Department to review samples of my investigations and reports. Every quarter Lt. Yost will give me and Captain Wolpert a written appraisal of the work reviewed. Lt. Yost will also provide recommendations for improvement as appropriate.
- 4) To ensure that my platoon officer in charge will make quarterly evaluations to the Chief of Police regarding my performance as a patrol officer. The evaluations will include an appraisal of my ability to work with others in my current position.
- 5) That the Chief of Police, after reviewing all the above information, will be the sole determiner in deciding if I have demonstrated the necessary skills to become a detective trainee.
- 6) That I shall not be harassed, intimidated, retaliated against or penalized in any future considerations for wage increases, promotions, transfers, or other employment related matters because of having filed EEOC charge number 170-99-1715 or because of proceedings arising out of the filing of that charge.
- 7) That the obligations in numbered paragraphs 3 and 4 above will expire after I receive the fourth quarterly report.

I, Timothy F. Goodson, release and discharge the City of Lancaster, its Bureau of Police, and its current, former and future agents, employees, officials, designees, and successors in interest of and from all legal and equitable claims, known or unknown, arising out of EEOC charge number 170-99-1715, which I filed with the Philadelphia District Office of the EEOC on or about September 21, 1999. I further agree that I will not exercise any right I may have to

institute any civil action against the City of Lancaster or its Bureau of Police alleging employment discrimination on the basis of EEOC charge number 170-99-1715 or any of the facts alleged therein.

I understand the relief being offered to me does not constitute an admission by the City of Lancaster of the validity of any claim raised by me or on my behalf.

The Release and the referenced Settlement Agreement constitute the entire agreement between the City of Lancaster and myself, without exception or exclusion.

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

Signed this_____ day of_____,2002.

Timothy F. Goodson

Social Security Number_____

Subscribed and Sworn to before me this_____ day of _____, 2002.

Notary Public

My commission expires: _____