

**UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
TASHA MURRAY and MATTIE SMITH,)	
)	
Intervenor-Plaintiffs,)	
)	
vs.)	Civil Action No. 1:07-cv-00592
)	
THE UNIVERSITY OF NORTH CAROLINA,)	
)	Jury Trial Demanded
Defendant.)	
)	
GLORIA ADAMS SMOOT,)	
)	
Plaintiff,)	
)	
vs.)	Civil Action No. 1:07-cv-812
)	
THE UNIVERSITY OF NORTH CAROLINA,)	
)	
Defendant.)	

**CONSENT DECREE BETWEEN THE UNITED STATES AND THE
UNIVERSITY OF NORTH CAROLINA**

This action was brought by the United States against the University of North Carolina (“the University”) 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 United States from the Equal Employment Opportunity Commission of charges of discrimination filed by Tasha Murray (Charge Number 145-2005-01844) and Mattie Smith (Charge Number 145-2006- 00150) against the University’s constituent institution,

North Carolina Agricultural and Technical State University (“NCATSU”). This Court has jurisdiction of the action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. § 1345.

The United States’ complaint was filed on August 7, 2007. Intervenor Complaints were filed by Ms. Murray and Ms. Smith on October 1, 2007. By Order dated January 9, 2008, this case was consolidated with Gloria Adams Smoot v. The University of North Carolina, Case No. 1:07-cv-00812 for purposes of pretrial proceedings, including discovery, pretrial motions and mediation. This Consent Decree resolves the complaint filed by the United States in Civil Action No. 1:07cv00592.

In its Complaint, the United States alleges that the University/NCATSU discriminated against Tasha Murray and Mattie Smith on the basis of their sex, female, in violation of Section 703(a) of Title VII, among other ways, by:

- (a) Creating or maintaining a hostile work environment based on sex that adversely affected the terms, conditions and privileges of Tasha Murray’s and Mattie Smith’s employment;
- (b) Failing or refusing to take appropriate action to remedy the effects of the discriminatory treatment of Tasha Murray and Mattie Smith.

The University/NCATSU denies that it has discriminated against Ms. Murray and Ms. Smith in violation of Title VII. Nevertheless, the United States and the University/NCATSU, desiring that this action be settled by an appropriate Consent Decree (“Decree”), and without the burden and risks of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. The United

States and the University/NCATSU also hereby waive, for purposes of this Decree only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry of this Decree as final and binding between them with regard to the issues raised in the Complaint filed by the United States in this case. This Decree applies to the University at its constituent institution NCATSU.

This Decree, being entered into with the consent of the United States and the University/NCATSU, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the University/NCATSU or a finding of wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the parties hereby AGREE to, and the Court expressly APPROVES, ENTERS and ORDERS, the following:

PARTIES AND DEFINITIONS

1. The parties to this Decree are the United States, by the Department of Justice (“United States”), and the University of North Carolina.
2. The University of North Carolina, its current, former and future agents, employees, officials, designees and successors in interests are referred to as “the University.”
3. North Carolina Agricultural and Technical State University, its current, former and future agents, employees, officials, designees and successors in interests are referred to as “NCATSU.”
4. Tasha Murray is referred to hereinafter as “Ms. Murray.”

5. Mattie Smith is referred to hereinafter as “Ms. Smith.”

6. The Equal Employment Opportunity Commission is referred to hereinafter as the “EEOC.”

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

GENERAL RELIEF

8. The University/NCATSU, by and through its officials, agents, employees and all persons in active concert or participation with the University/NCATSU in the performance of employment or personnel functions, shall not engage in any act or practice that discriminates against any employee or applicant on the basis of sex in violation of Title VII.

9. The University/NCATSU shall not retaliate against or in any way adversely affect the terms and conditions of employment of any person because that person has opposed any practice made unlawful by Title VII, filed a charge with the EEOC, or testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII, including this case or this Decree.

10. Within forty-five (45) days after the date of entry of this Decree, the University/NCATSU shall modify its anti-discrimination policies and procedures that prohibit sex discrimination under Title VII. These modifications shall include:

- (a) A substitution in the “Unlawful Workplace Harassment Prevention Policy” applicable to SPA Permanent and Temporary Employees in the section

entitled “Employee Rights and Responsibilities” of the term “University administrator” with the terms “the University Affirmative Action Officer” (an already existing position) “or any other employee in a supervisory position”;

- (b) A clarification in the “Unlawful Workplace Harassment Prevention Policy” applicable to SPA Permanent and Temporary Employees ” that an employee has the option to file a complaint verbally with an Affirmative Action Officer or any other employee in a supervisory position (as does a complainant with respect to complaints made to an “Affirmative Action Officer” under the University/NCATSU’s “Sexual Harassment Policy”) at any time;
- (c) A clarification in the “Unlawful Workplace Harassment Prevention Policy” applicable to SPA Permanent and Temporary Employees identifying the contact information, including phone and office address, for the University/NCATSU Affirmative Action Officer;
- (d) A description of the term “formal resolution” of a complaint of sexual harassment in the “Unlawful Workplace Harassment Prevention Policy” applicable to SPA Permanent and Temporary Employees as described in the section entitled “Employee Rights and Responsibilities” and a clarification that the University/NCATSU will respond to complaints and seek to prevent and correct sexual harassment regardless of whether an employee

- elects to pursue a formal resolution through the University/NCATSU;
- (e) A deletion of the reference in the “Unlawful Workplace Harassment Prevention Policy” applicable to SPA Permanent and Temporary Employees as described in the section entitled “Employee Rights and Responsibilities” of a filing requirement of “180 calendar days” for complaints filed with the EEOC;
 - (f) A clarification to the “Unlawful Workplace Harassment Prevention Policy” applicable to SPA Permanent and Temporary Employees that provides that the University/NCATSU will investigate a complaint of sexual harassment whether an employee complains verbally or in writing to a “University administrator”;
 - (g) A clarification to the “Unlawful Workplace Harassment Prevention Policy” applicable to SPA Permanent and Temporary Employees stating that copies of the University/NCATSU’s procedure for handling complaints of unlawful harassment of a University/NCATSU employee, as referenced under the section entitled “Investigation and Resolution Procedure,” including the form for filing a complaint, are accessible at the Human Resources web site with a reference to the applicable web link, including a reference to the applicable web link for the Sexual Harassment Policy and the Racial Harassment Policy;
 - (h) A clarification to the “Unlawful Workplace Harassment Prevention Policy”

applicable to SPA Permanent and Temporary Employees stating that all interviews, statements and materials obtained during a complaint process and/or investigation of alleged sexual harassment will be kept confidential and will not be distributed or used for any purpose unrelated to the investigation and resolution of the complaint, except as permitted by law;

- (I) A clarification to the “Sexual Harassment Policy” applicable to Faculty, Staff and Students under the section entitled “Definitions” deleting the phrase “or may have direct employment or academic consequences resulting from the acceptance or rejection of such conduct”;
- (j) A clarification to the “Sexual Harassment Policy” applicable to Faculty, Staff and Students under the section entitled “Complaint Procedures” that SPA employees may choose to file a grievance or complaint under the Unlawful Workplace Harassment Prevention Policy applicable to SPA Permanent and Temporary Employees (with an attached web link to that policy), the Mediation and Grievance Policy and Procedures for SPA Employees (with an attached web link to that policy), or the sexual harassment complaint procedure described in this Sexual Harassment Policy, with a clarification that use of the Unlawful Workplace Harassment Prevention Policy applicable to SPA Permanent and Temporary Employees is a required procedure for SPA complainants who want to maintain their appeal rights to the State Personnel Commission;

- (k) A clarification to the “Sexual Harassment Policy” applicable to Faculty, Staff and Students under the section entitled “Complaint Procedures” identifying the contact information, including phone and offices address, for the Affirmative Action Officer and the Vice Chancellor for Human Resources, with a web link to the Sexual Harassment Complaint Form under the section entitled “Filing a Formal Complaint”;
- (l) A clarification to the “Sexual Harassment Policy” applicable to Faculty, Staff and Students under the section entitled “Vice Chancellor’s Decision” that the decision of the Vice Chancellor shall be the final step in the formal complaint process;
- (m) A clarification to the “Sexual Harassment Policy” applicable to Faculty, Staff and Students under the section entitled “Appeal” that the time period for filing a grievance under the appropriate procedure (after receipt of the Vice Chancellor’s decision) starts to run upon the complainant’s receipt of a written notice of the Vice Chancellor’s final decision;
- n) Clarifications and edits to the Mediation and Grievance Policy and Procedures for SPA Employees attached hereto as Appendix C;
- (o) The issuance of a General Order by the Chief of NCATSU’s Department of Police and Public Safety, effective upon issuance, clarifying that employees may avail themselves of any of the University/NCATSU’s sexual harassment policies and procedures, and that an employee is not required to

follow the procedures described in every such policy for any single complaint, but only the procedures described in the policy under which the complainant avails herself or himself. The General Order will also establish that if the complainant does not specify in her/his verbal or written complaint the policy guidance under which she/he is making a complaint, the University/NCATSU's "Unlawful Workplace Harassment Prevention Plan for University Employees" will apply. In addition, the General Order will state that the University/NCATSU will enforce its sexual harassment policies and procedures with the goal of ensuring that complaints are addressed even if the complaint is not made in exact conformance with the University/NCATSU's policy.

11. Within sixty (60) days after the date of entry of this Decree, the University/NCATSU shall submit the modified policies and procedures, described in Paragraph 10, above, to the United States for review, comment and approval.

12. Within ten (10) days after the date on which the University/NCATSU implements the modified policies and procedures set forth in Paragraph 10, above, after receiving approval from the United States pursuant to Paragraph 11, above, the University/NCATSU shall distribute copies of such modified policies and procedures to all employees in NCATSU's Department of Police and Public Safety, and post such modified policies and procedures in all places used for posting general information to employees in NCATSU's Department of Police and Public Safety, including any internet

or intranet sites used for that purpose. The University/NCATSU shall also distribute and post all General Orders pertaining to complaints and investigations of sexual harassment in NCATSU's Department of Police and Public Safety.

13. The University/NCATSU shall ensure that each new employee in NCATSU's Department of Police and Public Safety receives a copy of the modified policies and procedures set forth in Paragraph 10, above, in addition to all General Orders pertaining to complaints and investigations of sexual harassment in NCATSU's Department of Police and Public Safety, at the time of the new employee's hire.

14. No later than ninety (90) days after the date of entry of this Decree, the University/NCATSU shall provide, at its own cost, mandatory training on the law of equal employment opportunity and prohibited discrimination based on sex to all supervisory employees in NCATSU's Department of Police and Public Safety, including the Chief, Majors, Captains, Lieutenants and Sergeants. The training shall, at a minimum, include an explanation of the University/NCATSU's policies and procedures, modified as set forth in Paragraph 10, above, as well as all General Orders pertaining to complaints and investigations of sexual harassment in NCATSU's Department of Police and Public Safety. The University/NCATSU will select, with the concurrence of the United States, a qualified individual or group of individuals to conduct the training outlined in this paragraph. The United States will review and approve any proposed training program prior to its administration.

15. All persons who undergo the training described in Paragraph 14, above,

shall sign an acknowledgment of attendance at the training. Within ten (10) days of each training, the University/NCATSU shall provide the United States with written confirmation that all persons covered by Paragraph 14, above, attended the training. The University/NCATSU will keep on file all signed acknowledgments for the duration of the Decree.

16. The University/NCATSU shall retain during the term of this Decree all documents, in paper or electronic form (including electronic mail), that come into its possession that are: (a) related to complaints of sex discrimination (formal or informal, verbal or written) made by employees in NCATSU's Department of Police and Public Safety; and/or (b) related to the training provided for under this Decree. These documents will be kept in accordance with State law record retention requirements. To the extent this Consent Decree has different retention requirements than those required by State law, the terms of the Consent Decree shall govern during the life of the Consent Decree.

17. The United States may review compliance with this Decree at any time. As part of that review, the University/NCATSU shall provide copies of any documents relevant to the University/NCATSU's compliance with this Decree upon the request of the United States, including but not limited to the documents described in Paragraphs 15 and 16, above.

SPECIFIC RELIEF

18. Without admitting the allegations of the United States as set forth in its

Complaint, and in settlement of the claims of the United States for relief on behalf of Ms. Murray and Ms. Smith:

- (a) The University/NCATSU shall offer to pay Ms. Murray a monetary award of twenty-nine thousand dollars (\$29,000), which will be considered compensatory damages.
 - (b) The University/NCATSU shall offer to pay Ms. Smith a monetary award of twenty-six thousand dollars (\$26,000), which will be considered compensatory damages.
 - © The University/NCATSU will offer not to provide negative employment references for Ms. Murray or Ms. Smith to any future prospective employer that inquires about their employment with the University/NCATSU from January 2003 through 2007 (Ms. Murray) and from December 2004 through December 2005 (Ms. Smith). The University/NCATSU will not refer in any way to Ms. Murray's or Ms. Smith's filing of complaints or charges of sex discrimination or this lawsuit when communicating with prospective employers seeking a reference for Ms. Murray or Ms. Smith. If a reference is requested for Ms. Murray or Ms. Smith by a prospective employer, the University/NCATSU will only confirm the length of employment, past salary history, the fact that she received satisfactory ratings, and that she is eligible for rehire.
19. Within fifteen (15) days after the date of entry of this Decree, the

University/NCATSU shall notify Ms. Murray and Ms. Smith of its terms by mailing to each, in care of their counsel, via certified mail, return receipt requested, copies of the letters as set forth in the attached Appendix A (“Appendix A letters”). The Appendix A letters shall inform Ms. Murray and Ms. Smith, that in order to accept the relief offered to them, they must return the executed Individual Relief and Release of Claims (“Individual Relief and Release”) form, a copy of which is set forth in Appendix B, to the University/NCATSU within twenty-one (21) days of their receipt of the Appendix A letters unless good cause, as determined exclusively by the United States, exists for their failure to do so. A copy of the Individual Relief and Release form and of this Decree shall be enclosed with the Appendix A letters. The University/NCATSU shall provide Ms. Murray and Ms. Smith with all tax forms required by law. The University/NCATSU shall not deduct its share of taxes, if any, from the monetary awards.

20. The University/NCATSU shall provide the United States with a copy of Ms. Murray’s and Ms. Smith’s executed Individual Relief and Release forms within (10) days after its receipt thereof. Within fifteen (15) days from the date of its receipt of Ms. Murray’s and Ms. Smith’s Individual Relief and Release, the University/NCATSU shall mail them each, in care of their counsel, a certified or bank check made payable, respectively, to Tasha Murray and Mattie Smith, in the amount of twenty-nine thousand dollars (Ms. Murray) and twenty-six thousand dollars (Ms. Smith).

21. The University/NCATSU agrees that if Ms. Smith or Ms. Murray should seek employment with the University/NCATSU in the future, their applications will be

given fair, objective and non-discriminatory consideration.

DISPUTE RESOLUTION

22. The parties to this Decree shall attempt to resolve informally any disputes that may occur under this Decree. If the United States and the University/NCATSU are unable to reach agreement after informally seeking to resolve a dispute, the issue may be submitted by either party to the Court for resolution upon at least thirty (30) days written notice to the other party.

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

Chief, Employment Litigation Section
Civil Rights Division
U.S. Department of Justice
PHB, Fourth Floor
950 Pennsylvania Avenue, N.W.
Washington, D.C. 20530

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

Chief, Employment Litigation Section
Civil Rights Division
U.S. Department of Justice
601 D Street, N.W., Room 4912
Washington, D.C. 20004

24. All documents required to be delivered under this Decree to the University/NCATSU shall be sent to the following address:

Thomas J. Ziko
Special Deputy Attorney General
John P. Scherer, II
Assistant Attorney General

North Carolina Department of Justice
114 W. Edenton Street
P.O. Box 629
Raleigh, North Carolina 27602

JURISDICTION OF THE COURT

25. The Court shall retain jurisdiction over this Decree and this cause of action for the purposes of implementing the relief provided herein, and resolving any disputes or entering any orders that may be necessary to implement the relief provided herein.

26. This Decree shall dissolve and this cause of action shall be dismissed, without any further order of this Court, at the end of two (2) years from the date of its approval and entry by this Court.

27. The United States and the University/NCATSU 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 Decree and require resolution by the Court.

It is so **ORDERED**, this 28th day of April, 2008.

/s/ Thomas D. Schroeder
United States District Judge

AGREED AND CONSENTED TO:

For plaintiff United States of America:

GRACE C. BECKER
Acting Assistant Attorney General
Civil Rights Division

By:

/s/ Elaine Grant
ELAINE GRANT (DC Bar No. 457163)
DONALD TUNNAGE (DC Bar No. 448204)
Senior Trial Attorneys
U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Employment Litigation Section
PHB, Fourth Floor
Washington, D.C. 20530
Telephone: (202) 305-8686
Email: Elaine.Grant@usdoj.gov
Donald.Tunnage@usdoj.gov

For defendant University of North Carolina:

By:

/s/ Thomas J. Ziko
/s/ John P. Scherer, II
THOMAS J. ZIKO (N.C. Bar No. 8577)
Special Deputy Attorney General
JOHN P. SCHERER, II (N.C. Bar. No. 19259)
Assistant Attorney General
N.C. Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602-0629
Telephone: (919) 716-6920
Email: tziko@ncdoj.gov
Email: jscherer@ncdoj.gov

APPENDIX A

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[Date]

Tasha Murray
in care of David B. Puryear, Jr.
Puryear and Lingle, P.L.L.C.
Adams Farm Professional Center
5501-E Adams Farm Lane
Greensboro, North Carolina 27407

Re: United States of America v. University of North Carolina, No. (M.D.N.C.)

Dear Ms. Murray:

The United States, by the Department of Justice, and the University of North Carolina (“University”) have entered into a Consent Decree settling the case of United States of America v. The University of North Carolina, No. 1:07-cv-00592 (M.D.N.C.). A copy of the Consent Decree, which was approved and entered by the Court on _____ [date], is enclosed.

Pursuant to the Consent Decree, the University, at its constituent institution, North Carolina Agricultural and Technical State University (NCATSU), is offering to do the following:

1. Pay you a monetary award of \$29,000, which will be considered compensatory damages. The award will be paid to you, in care of your counsel, via certified or bank check, within fifteen (15) days of the University/NCATSU’s receipt of your executed Individual Relief and Release of Claims form, which is enclosed with this letter.
2. Agree not to provide negative employment references for you to any future prospective employer that inquires about your employment in the Department of Police and Public Safety at the University/NCATSU, from January 2003 through 2007. The University/NCATSU will not refer in any way to your filing of

complaints or charges of sex discrimination or this lawsuit when communicating with prospective employers seeking a reference for you. If a reference is requested by a prospective employer, the University/NCATSU will only confirm the length of your employment, your past salary history, the fact that you received satisfactory ratings and that you are eligible for rehire.

3. Agree that if you should seek another position within the University/NCATSU, your application will be given fair, objective and non-discriminatory consideration.

In order to accept the University/NCATSU's offer, or any part of it, you must execute the enclosed **Individual Relief and Release of Claims** form and return it, within twenty-one (21) days of your receipt of this letter, to the University/NCATSU's counsel at:

Thomas J. Ziko
Special Deputy Attorney General
John P. Scherer, II
Assistant Attorney General
N.C. Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602-0629

If you decline the relief offered by the University/NCATSU, the University/NCATSU 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 University/NCATSU's offer to you, you may contact the following Department of Justice attorneys in Washington, DC:

Elaine Grant
Donald Tunnage
United States Department of Justice
Civil Rights Division
Employment Litigation Section - PHB
950 Pennsylvania Avenue, NW
Washington, DC 20530
Telephone: (202) 305-8686
(202) 305-2789

Sincerely,

Thomas J. Ziko
Special Deputy Attorney General
John P. Scherer, II
Assistant Attorney General
N.C. Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602-0629

Enclosures

APPENDIX A

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[Date]

Mattie Smith
in care of David B. Puryear, Jr.
Puryear and Lingle, P.L.L.C.
Adams Farm Professional Center
5501-E Adams Farm Lane
Greensboro, North Carolina 27407

Re: United States of America v. University of North Carolina, No. (M.D.N.C.)

Dear Ms. Smith:

The United States, by the Department of Justice, and the University of North Carolina (“University”) have entered into a Consent Decree settling the case of United States of America v. The University of North Carolina, No. 1:07-cv-00592 (M.D.N.C.). A copy of the Consent Decree, which was approved and entered by the Court on _____ [date], is enclosed.

Pursuant to the Consent Decree, the University, at its constituent institution, North Carolina Agricultural and Technical State University (NCATSU), is offering to do the following:

1. Pay you a monetary award of \$26,000, which will be considered compensatory damages. The award will be paid to you, in care of your counsel, via certified or bank check, within fifteen (15) days of the University/NCATSU’s receipt of your executed Individual Relief and Release of Claims form, which is enclosed with this letter.
2. Agree not to provide negative employment references for you to any future prospective employer that inquires about your employment in the Department of Police and Public Safety at the University/NCATSU, from December 2004 through December 2005. The University/NCATSU will not refer in any way to your filing of complaints or charges of sex discrimination or this lawsuit when communicating

with prospective employers seeking a reference for you. If a reference is requested by a prospective employer, the University/NCATSU will only confirm the length of your employment, your past salary history, the fact that you received satisfactory ratings and that you are eligible for rehire.

3. Agree that if you should seek another position within the University/NCATSU, your application will be given fair, objective and non-discriminatory consideration.

In order to accept the University/NCATSU's offer, or any part of it, you must execute the enclosed **Individual Relief and Release of Claims** form and return it, within twenty-one (21) days of your receipt of this letter, to the University/NCATSU's counsel at:

Thomas J. Ziko
Special Deputy Attorney General
John P. Scherer, II
Assistant Attorney General
N.C. Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602-0629

If you decline the relief offered by the University/NCATSU, the University/NCATSU 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 University/NCATSU's offer to you, you may contact the following Department of Justice attorneys in Washington, DC:

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Donald Tunnage
United States Department of Justice
Civil Rights Division
Employment Litigation Section - PHB
950 Pennsylvania Avenue, NW
Washington, DC 20530
Telephone: (202) 305-8686
(202) 305-2789

Sincerely,

Thomas J. Ziko
Special Deputy Attorney General
John P. Scherer, II
Assistant Attorney General
N.C. Department of Justice
Post Office Box 629
Raleigh, North Carolina 27602-0629

Enclosures

APPENDIX B
INDIVIDUAL RELIEF AND RELEASE OF CLAIMS

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 twenty-one (21) 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 this form, you may contact Elaine Grant or Donald Tunnage at the United States Department of Justice at (202) 305-8686 or (202) 305-2789.

RELEASE OF CLAIMS

For and in consideration of the acceptance of all or any part of the relief offered to me by the University of North Carolina (“University”), pursuant to the provisions of the Consent Decree entered by the Honorable Thomas D. Schroeder, United States District Judge, on April 28, 2008 in United States of America v. The University of North Carolina, No. 1:07-cv-00592 (M.D.N.C.), I, Tasha Murray, forever release and discharge the University and its constituent organization, North Carolina Agricultural and Technical State University, and all current, former and future agents, employees, officials, designees, predecessors and successors in interest from all legal and equitable claims, arising out of the Complaint filed by the United States in the above-captioned civil action and EEOC Charge Number 145-2005-01844 accruing prior to the date of this release.

I understand that the relief to be given to me does not constitute an admission by the University 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 the University 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.

Signed this _____ day of _____, 200__.

Signature

Subscribed and sworn to before me this

_____ day of _____, 200__

Notary Public

My Commission expires: _____

APPENDIX B
INDIVIDUAL RELIEF AND RELEASE OF CLAIMS

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 twenty-one (21) 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 this form, you may contact Elaine Grant or Donald Tunnage at the United States Department of Justice at (202) 305-8686 or (202) 305-2789.

RELEASE OF CLAIMS

For and in consideration of the acceptance of all or any part of the relief offered to me by the University of North Carolina (“University”), pursuant to the provisions of the Consent Decree entered by the Honorable Thomas D. Schroeder, United States District Judge, on April 28, 2008 in United States of America v. The University of North Carolina, No. 1:07-cv-00592 (M.D.N.C.), I, Mattie Ruth Smith, forever release and discharge the University and its constituent organization, North Carolina Agricultural and Technical State University, and all current, former and future agents, employees, officials, designees, predecessors and successors in interest from all legal and equitable claims, arising out of the Complaint filed by the United States in the above-captioned civil action and EEOC Charge Number 145-2006-00150 accruing prior to the date of this release.

I understand that the relief to be given to me does not constitute an admission by the University 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 the University 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.

Signed this _____ day of _____, 200__.

Signature

Subscribed and sworn to before me this

_____ day of _____, 200__

Notary Public

My Commission expires: _____

APPENDIX C

Clarifications to the Mediation and Grievance Policy and Procedures for SPA Employees

Policy

Any career State employee having a grievance arising out of or due to employment shall first discuss the problem or grievance with his/her supervisor or another supervisor if the alleged harasser is the supervisor, and follow the grievance procedure established by the University.

Filing Grievance

An eligible employee who wishes to file an appeal internally, under the University Mediation and Grievance Policy Procedures, must file the grievance within 15 calendar days of the date the employee learned (or with reasonable effort should have known) of the action being contested, except that complaints of discrimination, including workplace harassment, must be submitted within 30 calendar days of the notice of the alleged discriminatory action. **See the attached Employee Grievance and Appeal Filing Form.**

Step 3 - Appeal to the State Personnel Commission

EXCEPTION: Allegations of illegal discrimination or unlawful workplace harassment are exceptions. Grievances alleging discrimination may, at the grievant's choice, proceed either through: 1) the University internal complaint process as described in the University's anti-discrimination/anti-harassment policies; 2) the University grievance procedure described herein; or 3) directly through the Office of Administrative Hearings (OAH). For State Personnel Act employees who want to maintain their appeal rights to the State Personnel Commission, complaints of unlawful workplace harassment must proceed through the University's Unlawful Workplace Harassment procedure as described in the Unlawful Workplace Harassment Prevention Policy, available on the University's web site at

http://facultypages.ncat.edu/hr/Documents/New%20HR%20Policies/PDF/NCAT_UNLAWFUL_WORKPLACE_HARASSMENT_POLICY.pdf, with a right to appeal directly to the State Personnel Commission within 30 calendar days after receipt of the University's final decision pursuant to the Unlawful Workplace Harassment Prevention Policy.

Discrimination Grievances

Employees who decide to exhaust the University internal complaint process as described in the University's anti-discrimination/anti-harassment policies or the grievance procedure described herein must abide by all the requirements of the chosen process. A direct appeal to the State Personnel Commission alleging discrimination must be filed with the Office of Administrative Hearings within 30 calendar days after receipt of the final decision of the University pursuant to the applicable internal complaint process or the grievance procedure described herein. Grievances filed on an untimely basis must be dismissed. Allegations of discrimination raised more than 30 calendar days after receipt of notice of the occurrence of the alleged discriminatory act must be dismissed as untimely.

Procedure for Appeal To the State Personnel Commission

A petition for a Contested Case Hearing (Form H-06A) must be filed (received) within 30 calendar days of the final agency decision from the University or within 30 calendar days of the action or omission giving rise to the right of appeal at:

Procedure to File a Charge With EEOC

State employees and local government employees must file a timely charge with the Equal Employment Opportunity Commission (EEOC) or the Office of Administrative Hearings. The charge form may be completed by contacting either of the two offices below:

Intake Coordinator
Office of Administrative Hearings
Civil Rights Division
1200 Front Street, Suite 101
Raleigh, NC 27609
(919) 733-0431

Equal Employment Opportunity Commission
Greensboro Local Office
Suite 201
2303 W. Meadowview Road
Greensboro, NC 27407
(800) 669-4000