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United States Department of Justice
Civil Rights Division
Employment Litigation Section, PHB
950 Constitution Avenue, N.W.
Washington, D.C. 20530
(202) 514-0548

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA

UNITED STATES OF AMERICA,

Plaintiff,

v.

THE DISTRICT BOARD OF TRUSTEES
OF TALLAHASSEE COMMUNITY
COLLEGE,

Defendant.

Civil Action No. 4:06cv503

CONSENT DECREE

This action was brought by the United States against the District Board of Trustees of Tallahassee Community College ("TCC" or "Defendant") to enforce the provisions of Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e, *et seq.* ("Title VII"), following receipt by the Department of Justice from the Equal Employment Opportunity Commission ("EEOC") of a timely charge of discrimination filed by Clifford H. Wimberly (Charge No. 15A-2003-00309). Title VII applies to the Defendant 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). This Court has jurisdiction over this action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. § 1345.

In its Complaint, the United States alleges, *inter alia*, that TCC violated § 703(a) of Title VII by (1) refusing to hire Mr. Wimberly as a HomeSafeNet Trainer because of his race, African-American, and (2) failing or refusing to take appropriate action to remedy the effects of the discriminatory treatment against Mr. Wimberly. The parties agree that in December 2002, Mr. Wimberly applied with Defendant for the contract position of HomeSafeNet Trainer in the Department of Children and Families (DCF) District 10, a position for which TCC was then seeking applicants, Mr. Wimberly met the minimum qualifications for that position, but he was not hired. TCC denies that it discriminated against Mr. Wimberly when it did not select him as a HomeSafenet Trainer.

Desiring that this action be settled by appropriate Consent Decree and without the burden of protracted litigation, the parties agree to this Court's jurisdiction over them and the subject matter of this action, and hereby 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 between them as to the issues raised in the Complaint filed in this case.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. The Defendant shall offer Clifford H. Wimberly a monetary award in the amount of \$34,363 which includes \$32,490 in backpay and \$1,873 in accumulated interest on the backpay. The backpay portion of this monetary award will be subject to withholding for income tax and FICA, as appropriate. The Defendant will separately pay any employer's contribution to the Social Security fund due on the backpay portion of the monetary award, i.e., the employer's contribution will not be deducted from the monetary award to Mr. Wimberly.

2. TCC no longer hires HSN Trainers, and there no longer exists the position of HSN Trainer in District 10. Accordingly, TCC is not required to offer Mr. Wimberly instatement relief under this Decree. TCC agrees, however, that if Mr. Wimberly applies for employment with TCC in the future, his application will be given fair, objective, non-retaliatory and non-discriminatory consideration.

3. Within ten (10) days of the entry of this Decree, the Defendant agrees to notify Mr. Wimberly of its terms by mailing to him by certified mail, return receipt requested, a copy of the letter set forth in Appendix A, a copy of this Consent Decree, and the Release form attached as Appendix B, addressed to:

Mr. Clifford H. Wimberly
4251 N.W. 74th Avenue
Lauderhill, Florida 33319

4. The Appendix A letter shall inform Mr. Wimberly that in order to accept all or part of the relief offered him, he must return the executed Release, a copy of which is set forth in Appendix B, to TCC within thirty (30) days of his receipt of the Appendix A letter unless good cause, as determined exclusively by the United States, exists for his failure to do so. A copy of the Release and of this Decree shall be enclosed with the Appendix A letter.

5. The Defendant shall make the payment referred to in Paragraph 1, and the contribution referred to in that Paragraph, within thirty (30) days of the receipt by the attorney for the Defendant of Mr. Wimberly's executed release form. The payment shall be made by a check issued to Mr. Wimberly which will be mailed to him by certified mail, return receipt requested, to the address in Paragraph 3. The Defendant will inform the United States in writing, in care of its undersigned attorney, when it makes this payment to Mr. Wimberly and send Mr. Wimberly

an appropriate IRS form to reflect the monetary payment. The Defendant will also provide counsel for the United States with documentation showing the contribution referred to in Paragraph 1 have been made.

6. The Court will dismiss this matter upon receiving notification from the parties that the conditions of Paragraph 5 have been met. If this Consent Decree is not dismissed as provided for in this Paragraph, it shall nevertheless expire, and this case shall be dismissed without further order of this Court, one year from the date of entry of this Decree or, if sooner, upon notice to the Court by the parties that further orders or judgments will not be necessary.

7. This Consent Decree shall not be construed as an admission of liability, guilt or any improper conduct on the part of the Defendant. Nor shall this Decree be construed as an admission by the United States of any defenses posited by the Defendant.

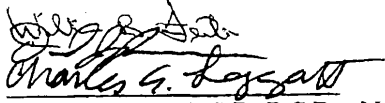
8. The United States and the Defendant shall bear their own costs in this action, including any attorney's fees.

It is so ORDERED, this 7th day of November, 2006.


UNITED STATES DISTRICT JUDGE

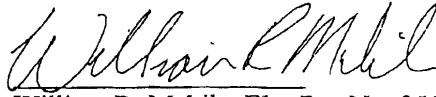
Agreed and Consented to:

On behalf of Plaintiff United States:



DAVID J. PALMER, DC Bar No. 417834
WILLIAM B. FENTON, DC Bar No. 414990
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On behalf of Defendant District Board of
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