

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE UNITED STATES OF AMERICA**

**AND**

**THE FLORIDA STATE COURTS SYSTEM**

**DEPARTMENT OF JUSTICE NUMBER 171-17-34**

**I. BACKGROUND**

- A. The U.S. Department of Justice, Civil Rights Division (DOJ) received a complaint that alleged the Seventh Judicial Circuit Court of Florida<sup>1</sup> (the Circuit) retaliated against an individual by terminating her employment in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq., and its implementing regulations, 28 C.F.R. Part 42, Subpart C (together, Title VI).
- B. DOJ has jurisdiction over this matter under Title VI. Title VI prohibits race, color, and national origin discrimination, including failing to take reasonable steps to ensure meaningful access for limited English proficient (LEP) persons, in any program or activity receiving federal financial assistance; prohibits retaliation against any person who engages in a Title VI protected activity, such as filing a complaint or participating in an investigation; and authorizes DOJ to investigate and resolve complaints. 42 U.S.C. §§ 2000d - 2000d-7; 28 C.F.R. §§ 42.104, 42.107.
- C. In February 2019, DOJ began investigating the Circuit. DOJ gathered information from witnesses and reviewed Circuit records, policies, practices, and procedures. DOJ found that the Circuit retaliated against a then-employee by terminating her on August 19, 2015. DOJ notified the Circuit of its finding in a letter dated February 19, 2021.
- D. DOJ and the Florida State Courts System (SCS)<sup>2</sup> are the only parties to this agreement.
- E. This agreement memorializes the SCS's commitment to:

---

<sup>1</sup> The Seventh Judicial Circuit Court is one of twenty in the State Courts System. Because the Circuit oversees court matters in a four-county area, there are judges based at six courthouse locations throughout the Circuit.

<sup>2</sup> Section 25.382(2), Florida Statutes, provides that “the officers, employees, committees, and divisions of the state courts system of the judicial branch are and shall continue to be officers, employees, committees, and divisions of the state courts system to perform such services as may be provided by the State Constitution, by law, by rules of practice and procedure adopted by the Supreme Court, or by administrative order of the Chief Justice, whichever is applicable.”

1. Implement a non-retaliation policy and procedures that comply with Title VI,<sup>3</sup> and
2. Address DOJ's February 19, 2021 finding that the Circuit retaliated against the former employee.

## II. SCS ACTION

### A. Non-retaliation Policy and Procedures

1. Consistent with Title VI requirements, the SCS will not take negative action against anyone for alleging Title VI violations reasonably and in good faith based on the then-existing law.
2. The SCS will address Title VI non-retaliation requirements by:
  - a. Developing a Title VI non-retaliation policy. The non-retaliation policy will define retaliation consistent with Title VI.
  - b. Developing an annual Title VI non-retaliation training for all employees. The SCS will use its best efforts to train its new full-time employees on non-retaliation within the first **30 days** of their employment.
  - c. After the SCS provides non-retaliation training, the SCS will require all managers and supervisors to sign a Title VI non-retaliation statement indicating that they have received training on, and will abide by, the SCS's Title VI non-retaliation policy.
  - d. The SCS will notify all employees, contractors, and the public of the SCS's Title VI non-retaliation policy. This notice will be at least in English and Spanish. A qualified human translator will complete the translation(s). The non-retaliation policy will be easily accessible on the website for each SCS Circuit Court.
3. The SCS will work with DOJ to finalize all drafts of the Title VI non-retaliation policy and notices, and non-retaliation training materials, including any amendments to existing documents or website content aimed at addressing non-retaliation. DOJ will review these materials after this agreement is signed, and will work closely with SCS to finalize these non-retaliation related documents expeditiously. DOJ will not unreasonably withhold approval.

---

<sup>3</sup> Rule 2.205(a)(2)(B) of the Florida Rules of General Practice and Judicial Administration provides that "[t]he chief justice shall be the administrative officer of the judicial branch and of the supreme court and shall be responsible for the dispatch of the business of the branch and of the court and direct the implementation of policies and priorities as determined by the supreme court for the operation of the branch and of the court."

## B. Actions to Address the Complaint

1. The SCS will remove from the former employee's personnel file any references to the former employee's advocacy for increased language access services or to the Title VI complaint discussed in DOJ's February 19, 2021 letter. DOJ will identify the records to be removed. The SCS will move the identified records to a different file to ensure that these records are not included in any public records request for the former employee's personnel file, or employment file. The SCS will mark the former employee's separation as voluntary in its employment system and will permit the former employee to submit a resignation letter. The SCS will not refer to this investigation, this agreement, or the complaint referred to in DOJ's February 19, 2021 letter in any employment or contractor databases it uses to store information about workers' qualifications or eligibility for employment opportunities, except as required to comply with this agreement or applicable law.
2. The Circuit has prepared a reference letter that the former employee may provide to a prospective employer as verification of her employment with the SCS. This letter will state the inclusive dates of employment, the employee's title as of her last day of work, and that she resigned effective the date of her last day of work.
3. Simultaneously with the execution of this MOA, the former employee has signed a release and all other necessary forms required for payment. The SCS will pay the former employee compensation of \$160,000. The SCS will make its best efforts to make this payment to the former employee within 14 working days of the effective date of this agreement.

## III. GENERAL TERMS

- A. Each party representative executing this agreement certifies that they are authorized to enter into it, consent to its terms, and legally bind their party to it.
- B. Should the SCS need to modify this agreement because changed conditions make performance impossible, the SCS will send DOJ a written request that includes a detailed explanation of why the modification is needed. DOJ will respond timely. DOJ must agree in writing before a modification may occur. The DOJ will not unreasonably withhold approval.
- C. This agreement resolves this Title VI investigation, DOJ matter 171-17-34, and is limited to the facts and issues addressed in DOJ's February 19, 2021 letter. This agreement does not affect the SCS's continuing obligation to comply with Title VI. This agreement does not prevent DOJ from evaluating the SCS's subsequent compliance with any laws or regulations DOJ enforces.
- D. This agreement is not an admission of liability by the SCS or the Circuit regarding the allegations in this investigation.

- E. The SCS and the Circuit will not intimidate, threaten, coerce, discriminate, or take other adverse action against any individual who has made a complaint, testified, assisted, or participated in any manner in this Title VI investigation. As of the date of this agreement, the SCS and the Circuit are not aware of any other Title VI retaliation complaints and do not have actual knowledge of the identity of any people who have been subjected to such adverse action.
- F. This agreement does not prohibit any individual (other than the former employee, in accordance with the terms of the settlement and release, if fully executed), from pursuing a Title VI complaint, or any other action allowed by law, against the SCS or the Circuit. This agreement does not affect DOJ's ability to investigate or act on any allegations of Title VI violations beyond those included in DOJ matter 171-17-34.
- G. The provisions in this agreement are the entire agreement. No other statement or promise, written or oral, made by either party or its agents regarding the matters raised in this agreement, that is not contained or referred to in this agreement, will be enforceable. This agreement may be amended only in writing.
- H. If any provision in this agreement is found invalid, all other provisions remain valid.

#### **IV. EFFECTIVE DATE AND TERMINATION**

- A. The effective date of this agreement is the date of the last signature below.
- B. The SCS will comply with Section II of this agreement within eighteen months of the effective date. This agreement will terminate when DOJ determines that the SCS has complied with this agreement. At that time, DOJ will notify the SCS in writing that the agreement has terminated and that DOJ has closed DOJ matter 171-17-34. The SCS may request, at any time, that DOJ review its compliance with the terms of this agreement. If DOJ determines that the SCS has not complied with this agreement within eighteen months, DOJ may seek to resolve this matter by other means.

For the Florida State Courts System

For the United States of America

Office of the State Courts Administrator

U.S. Department of Justice

BY *Elisabeth H. Kiel*

DATE 9/14/2021

ELISABETH H. KIEL

State Courts Administrator

C. ERICA WHITE

General Counsel

Supreme Court Building

500 South Duval Street

Tallahassee, FL 32399-

1900

(850) 488-1824

BY *Christine Stoneman*

DATE 9/14/2021

CHRISTINE STONEMAN

Principal Deputy Chief of FCS, performing  
duties of Chief

ANNA MEDINA

Acting Deputy Chief

MARINA MAZOR

Attorney-Advisor

KEVONNE SMALL

Attorney-Advisor

Federal Coordination and Compliance Section

Civil Rights Division

U.S. Department of Justice

950 Pennsylvania Avenue, N.W.

Washington, DC 20530

(202) 307-2222