

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and General Release, (“Agreement”) is entered into between the Board of Education of Baltimore County, commonly referred to as the Baltimore County Public Schools (“BCPS” or the “Employer”) and Andrew W. Hager (the “Employee”).

Employee worked for BCPS as a Teacher and Employee has asserted claims of disability discrimination; and

The Employee filed a Complaint against BCPS in the United States District Court for the District of Maryland, captioned *Andrew W. Hager v. Baltimore County Public Schools*, Case No. GLR-17-3733 (the “Lawsuit”); and

BCPS denies the allegations contained within the Employee’s claims and further denies that it engaged in any other alleged wrongdoing; and

Solely for the purpose of curtailing the expense and inconvenience of further dispute, the Parties desire to resolve the Lawsuit and all of the issues between them finally and amicably under the terms stated herein;

In consideration of the following obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Effective Date.** This Agreement shall become effective (“Effective Date”) on the date the last Party signs the Agreement.
  
2. **Settlement Payment.** As consideration for entering into the terms of this Agreement, BCPS shall pay the total amount of Seventy Thousand Dollars (\$70,000.00), (“Settlement Payment”). This Settlement Payment shall be made in the form of two (2) checks: one payable to the Employee in the amount of Forty-Five Thousand Dollars (\$45,000.00) and one in the amount of Twenty-Five Thousand Dollars (\$25,000.00), payable to the Employee’s attorney, LaBarre Law Offices, P.C., COLTAF. Employee acknowledges and agrees that he is not entitled to or owed any further amounts by BCPS. Employee further acknowledges and agrees that he is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, that may at any time be found to be due upon or as a result of any amount that is paid to him by BCPS under this Agreement and agrees to indemnify and hold BCPS harmless as to any determination or finding that such taxes are owed.
  
3. **Training Regarding Blind/Visually Impaired Teachers.** The Parties have further agreed that BCPS will work with the National Federation of the Blind to provide training to appropriate personnel about the capabilities of blind and visually impaired teachers and the workplace accommodations and modifications they use. Such training will be provided to individuals designated by BCPS in the Human Resources department of the school system responsible for hiring and recruitment of teachers and for those in the EEO office responsible

for investigating and resolving EEO complaints. BCPS will pay the National Federation of the Blind, directly, a maximum of One Thousand Six Hundred Dollars (\$1,600.00), for all the costs associated with this training, upon presentation of an invoice to BCPS. The training will be no more than four (4) hours in duration. The Employee will not participate in, or be present for, this training session. The training shall be completed by December 31, 2019 unless mutually agreed otherwise.

4. **Employee Waiver and Release.** In consideration for the benefits described herein, Employee, for himself and his heirs, executors, administrators, personal representatives, attorneys, and each of their respective successors and assigns, forever releases and discharges BCPS, its present and former board members, employees, insurers, attorneys, benefit plans, directors, officers, and agents (collectively the "Released Parties") from any and all claims, rights, actions, complaints, demands, causes of action, charges of discrimination, harassment, or retaliation, wage or overtime claims, obligations, promises, contracts, agreements, controversies, suits, debts, expenses, damages, attorneys' fees, costs, and liabilities of any nature whatsoever, whether or not now known, suspected or claimed, matured or un-matured, fixed or contingent, that Employee ever had, now has, or may claim to have, from the beginning of time through the moment he signs this Agreement concerning the incidents alleged in the above-referenced litigation.

The release and waiver set forth in this Paragraph do not apply to (i) any obligations of BCPS to Employee that are provided for in this Agreement; (ii) any claims Employee is prohibited from waiving as a matter of law; or (iii) any claims arising after Employee has signed this Agreement.

5. **Assignment / Entire Agreement.** This Agreement shall inure to the benefit of and shall be binding on the assigns and heirs of the Employee. This Agreement contains the entire understanding of the Parties, and replaces all prior agreements, whether verbal or written, between BCPS and the Employee as to any aspect of the Employee's employment. This Agreement shall not be changed except by another written, signed Agreement.

6. **Choice of Law.** This Agreement shall be interpreted under the laws of the Maryland without regard to conflicts of laws.

7. **Non-Admission.** The Parties acknowledge and admit that this Agreement, and the obligations set forth herein are not an admission of any breach, wrongdoing, negligence, discrimination or violation of any law by any Party.

8. **Waiver of Jury Trial. THE EMPLOYEE AND BCPS EACH AFFIRMATIVELY WAIVE THE RIGHT TO A JURY TRIAL ON ANY ACTION, SUIT, PROCEEDING, CLAIM OR OTHER MATTER ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT.**

9. **Severability.** In the event that any provision or any portion of any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision or

portion thereof, unless the absence of that provision or portion thereof materially alters the rights and obligations of signatories hereto.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will take effect as an original and all of which shall evidence one and the same Agreement. Photographic and electronically-scanned copies or facsimile transmittals of such signed counterparts may be used in lieu of, and with the same effect as, the originals for any purpose.

IN WITNESS WHEREOF, the Parties have hereunto signed their names on the day and year written below.



Andrew W. Hager,  
Plaintiff

Date: 3/26/19



Scott C. Labarre, Esq.  
Witness

Date: 3/26/19

BALTIMORE COUNTY PUBLIC SCHOOLS,  
Defendant

By: 

Date: 4.3.19



Witness

Date: 4/3/19