

SETTLEMENT AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA AND
THE CITY OF CORNELIA, GEORGIA

resolving DJ # and EEOC Charge No.

1. The parties to this Agreement are the United States of America and the City of Cornelia, Georgia.
2. The United States of America is referred to hereinafter as the "United States." The City of Cornelia, Georgia, is referred to hereinafter as the "City." is referred to hereinafter as . The Equal Employment Opportunity Commission is referred to hereinafter as the "EEOC." title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12111 et seq., is referred to hereinafter as the "ADA."

The parties hereby agree as follows:

FACTUAL AND JURISDICTIONAL BACKGROUND

3. On , filed a charge with the EEOC, Charge No. , alleging that the City discriminated against him on the basis of disability in violation of the ADA. Specifically, alleges that he was discharged from his position as a officer because he has a disability and because the City regarded him as disabled. The undisputed facts show that was placed on the . He was also on the part-time firefighter roster. At some time in the next month, a Fire Department employee told supervisor that cannot hear "thunder." the supervisor questioned about his hearing impairment. did not respond. Soon thereafter was asked to return his badge and discharged. remained a part-time firefighter for the City.
4. On August 28, 2002, the EEOC issued its determination that there was reasonable cause to believe that the City of Cornelia Police Department had violated the ADA. The EEOC found reasonable cause to believe that the City of Cornelia Police Department had violated the ADA by discharging because of his disability and because it regarded him as a person with a disability. After conciliation efforts between the City and the EEOC failed, the EEOC referred charge to the Department of Justice with a recommendation that it file suit.
5. The ADA applies to the City because it is a person within the meaning of 42 U.S.C. § 12111(7) and an employer within the meaning of 42 U.S.C. § 12111(5)(a).

6. The United States alleges that the City violated title I of the ADA by discharging as a part-time police officer and requiring him to turn in his badge because it regarded him as having a disability, deafness. The ADA prohibits termination of an employee who is regarded as having a disability on the basis of that disability. See 42 U.S.C. § 12112(a).

GENERAL AGREEMENT

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.
8. The City agrees that it will not discriminate in violation of the ADA on the basis of disability or perceived disability, including against qualified individuals with hearing loss. Rather, it will evaluate all applicants and current employees on an individualized case-by-case basis, and make hiring and discharge decisions in a nondiscriminatory manner. It also agrees not to make any disability-related inquiries or require medical examinations of applicants before a conditional offer of employment has made to those applicants.
9. The City also agrees to provide ADA information and training as part of its orientation program and ongoing education for all City employees.
10. Finally, the City agrees that all training manuals or written materials dealing with City employment policies and practices written or revised after the effective date of this Agreement shall be consistent with the provisions of this Agreement.

SPECIFIC RELIEF TO BE OFFERED BY THE CITY OF CORNELIA

11. On or before October 15, 2003, the City will offer to pay \$5,000 to as compensation for all losses sustained as a result of the City's alleged actions.
12. does not seek job relief from the City and, accordingly, none has been requested by the United States on his behalf.
13. The City will send a copy of this Agreement and Exhibits 1 and 2 attached hereto to counsel for Exhibit 1 provides that in order to accept the relief offered, must return an executed RELEASE OF ALL CLAIMS (Exhibit 2) to the City in care of its counsel within (30) days of receipt of those documents.
14. If accepts the City's offer to pay \$5,000, the City will pay within fifteen (15) days of receipt of his signed RELEASE OF ALL CLAIMS.

NOTIFICATION

15. The City will send to the United States a copy of Exhibits 1 and 2 when they are sent to pursuant to ¶ 13.
16. If _____ accepts the City's offer to pay \$5,000, the City will provide the United States with a copy of the check and the transmittal letter sent to him.
17. Within thirty (30) days of receiving from the City a copy of the offer letter to be sent to _____ by the City according to this Agreement, the United States will issue to _____ a notice of right to sue on EEOC Charge No. _____, pursuant to 42 U.S.C. § 12117(a) and 42 U.S.C. § 2000e-5(f)(1).

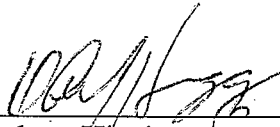
OTHER PROVISIONS

18. The Attorney General is authorized, by Section 107(a) of title I, 42 U.S.C. § 12117(a), to institute a civil action against a state or local 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 obtain an acceptable conciliation agreement. These preconditions exist as to EEOC Charge No. _____. In consideration for the offer of relief to _____, as set forth above, the Attorney General and the Department of Justice will not institute any civil action alleging employment discrimination on the basis of EEOC Charge No. _____ filed by _____.
19. The Department of Justice may institute a civil action in the appropriate U.S. District Court to enforce this Agreement, if the United States believes that this Agreement or any of its provisions has been violated. The United States may review compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concern(s) with the City and the parties will attempt to resolve the concern(s) in good faith. The United States will give the City twenty-one (21) days from the date it notifies the City of any breach of this Agreement to cure that breach, prior to instituting an enforcement action.
20. Failure by the United States to enforce this entire Agreement or any of its provisions shall not be construed as a waiver of its right to do so with regard to other provisions of this Agreement.
21. 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.
22. This Agreement constitutes the entire agreement between the parties on the matters raised herein.

EFFECTIVE DATE/TERMINATION DATE

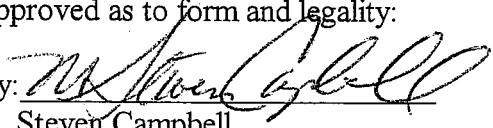
23. The effective date of this Agreement is the date of the last signature below.
24. The duration of this Agreement will be five (5) years from the effective date.

For the City of Cornelia, Georgia:

By: 
D. Aubrey Higgins
Mayor
City of Cornelia
P.O. Box 217
Cornelia, Georgia 30531
Dated: 9-9-03
Janie N. Henderson
Attest: Janie N. Henderson, City Clerk

Seal:

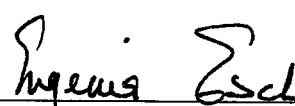
Approved as to form and legality:

By: 
M. Steven Campbell
Campbell & Campbell
141 Clarkesville Street
P.O. Box 489
Cornelia, Georgia 30531

Dated: 9-10-03

For the United States of America:

R. Alexander Acosta
Assistant Attorney General for Civil Rights

By: 
John L. Wodatch, Chief
L. Irene Bowen, Deputy Chief
Eugenia Esch, Attorney
Disability Rights Section
Civil Rights Division
U. S. Department of Justice
950 Pennsylvania Avenue, NW - NYA
Washington, D.C. 20035
(202) 514-3816

Dated: 9/17/03

EXHIBIT 1

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: DJ#

v. City of Cornelia, EEOC Charge No.

Dear :

The United States and the City of Cornelia, Georgia, have entered into a Settlement Agreement with the intent of resolving the above-captioned matter. A copy of the Settlement Agreement is enclosed.

Pursuant to the Settlement Agreement, the City of Cornelia offers you payment of \$5,000, which shall be considered compensatory in nature.

In order to accept the City's offer to you, you must communicate your acceptance to the City by executing the enclosed RELEASE OF ALL CLAIMS and by returning it to them within thirty (30) days of your receipt of this letter. You must send your RELEASE OF ALL CLAIMS by mail to:

Mr. M. Steven Campbell
Campbell & Campbell
141 Clarkesville Street
P.O. Box 489
Cornelia, Georgia 30531

As set forth in paragraph 17 of the Settlement Agreement, the United States will, within thirty (30) days after it receives a copy of this letter, issue to you a notice of your right to sue on EEOC Charge No. . In consideration for the offer of relief to you, as set forth in the Settlement Agreement, the Attorney General has agreed not to institute a civil action alleging employment discrimination on the basis of EEOC Charge No. filed by you. If you accept the relief being offered to you pursuant to the Settlement Agreement, and so signify your acceptance by executing the enclosed RELEASE OF ALL CLAIMS, you will thereby agree not to exercise your right to file suit on that charge.

If you have any questions concerning the Settlement Agreement, you may call or write to the following attorney at the U.S. Department of Justice:

L. Irene Bowen
Deputy Chief
Disability Rights Section
Civil Rights Division
U.S. Department of Justice
950 Pennsylvania Ave., NW - NYA
Washington, D.C. 20035
(202) 353-7414

Sincerely,

M. Steven Campbell
Counsel for the City of Cornelia
Campbell & Campbell
141 Clarkesville Street
P.O. Box 489
Cornelia, Georgia 30531

Enclosures

EXHIBIT 2

RELEASE OF ALL CLAIMS

For and in consideration of the acceptance of the relief offered to me by the City of Cornelia, Georgia, pursuant to a Settlement Agreement between the United States of America and the City of Cornelia, Georgia:

I, _____, release and discharge the City of Cornelia, Georgia, and its current, former, and future agents, employees, officials, and designees, of and from all legal and equitable claims, known at this time, related to my retention as _____, or EEOC Charge _____, which I filed with the Equal Employment Opportunity Commission on or about _____. I further agree that I will not exercise my right to institute against the above entities any civil action alleging employment discrimination on the basis of EEOC Charge No. _____, or any of the facts alleged therein.

I understand that the payment offered to me does not constitute an admission by the City of Cornelia of the validity of any claim raised by me or on my behalf.

I acknowledge that a copy of the Settlement Agreement between the City of Cornelia, Georgia, and the United States of America resolving the matter between them has been made available to me.

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 _____, 2003.

Social Security Number _____

Subscribed and sworn to before me this

_____ day of _____, 2003.

Notary Public

My Commission expires on: _____