

## SETTLEMENT AGREEMENT

1. The parties to this Agreement are the United States of America and The Town of Leesburg, Virginia.

2. The United States of America is referred to hereinafter as the "United States." The Town of Leesburg, Virginia is referred to hereinafter as "Town of Leesburg." 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 Town of Leesburg discriminated against him on the basis of disability in violation of the ADA. Specifically, \_\_\_\_\_ alleged that he met or exceeded the qualifications for a \_\_\_\_\_ vacancy in the Town of \_\_\_\_\_, but he was rejected for the position because he is deaf. The undisputed facts demonstrate that the individuals responsible for filling the vacancy deemed qualified for the position but did not hire him because they believed that (1) his hearing impairment prevented him from performing essential functions of the job and (2) could endanger himself or others in the performance of his duties. \_\_\_\_\_ had approximately \_\_\_\_\_, significantly more than the individual selected for the position.

4. On \_\_\_\_\_, the EEOC issued its determination that there was reasonable cause to believe that the Town of Leesburg had violated the ADA by not hiring \_\_\_\_\_ on the basis of his hearing impairment. After conciliation efforts between the Town of Leesburg 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 Town of Leesburg 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 Town of Leesburg violated Title I of the ADA by failing to hire \_\_\_\_\_, a qualified individual with a disability, based upon his disability.

### 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 Town of Leesburg agrees that it will abide by all of the requirements of the ADA, including making hiring decisions in a non-discriminatory manner. It also agrees to provide reasonable accommodations that will enable individuals with disabilities to perform their jobs and to engage in an interactive process to identify reasonable accommodations.

9. The Town of Leesburg also specifically agrees, that it will not discriminate in violation of the ADA on the basis of disability, including against qualified individuals with hearing impairments. Rather, it will evaluate all applicants on an individualized case-by-case basis, and make hiring decisions in a nondiscriminatory manner.

10. The Town of Leesburg will prepare a policy statement for dissemination to all employees, which describes their rights and obligations under the ADA specifically including pre-offer medical inquiries and the need to cooperate with employees (including applicants) to identify reasonable accommodations that will enable qualified individuals to perform their job. The Town will also disseminate to employees the name of an individual or town department to handle inquiries about compliance with the ADA.

#### **SPECIFIC RELIEF TO BE OFFERED BY THE TOWN OF LEESBURG**

11. The Town of Leesburg will pay to \_\_\_\_\_ the sum of \$25,000.00 as compensation for all losses sustained as a result of the Town's alleged actions.

12. The Town of Leesburg will send a copy of this Agreement and Exhibits 1 and 2 attached hereto to \_\_\_\_\_, and provide copies of these documents to the United States. Exhibit 1 provides that in order to accept the relief offered, \_\_\_\_\_ must return an executed RELEASE OF ALL CLAIMS (Exhibit 2) to William Donnelly, counsel for the Town of Leesburg within (30) days of \_\_\_\_\_' receipt of those documents. The Town of Leesburg will pay \_\_\_\_\_ within fifteen (15) days of receipt of his signed RELEASE OF ALL CLAIMS.

13. The Town of Leesburg will not discriminate against \_\_\_\_\_ in any future applications for employment.

#### **NOTIFICATION**

14. The Town of Leesburg will notify the United States when it has completed the actions described in paragraphs 11-12, and provide the United States with a copy of the signed release, the check and the transmittal letter.

15. Within ninety (90) days of receiving from the Town of Leesburg a copy of the

letter to be sent to \_\_\_\_\_ by the Town of Leesburg 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).

### IMPLEMENTATION

16. 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 \_\_\_\_\_.

### OTHER PROVISIONS

17. 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 Town of Leesburg and the parties will attempt to resolve the concern(s) in good faith. The United States will give the Town of Leesburg twenty-one (21) days from the date it notifies the Town of Leesburg of any breach of this Agreement to cure that breach, prior to instituting an enforcement action.

18. 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.

19. 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.

20. This Agreement is a public document and constitutes the entire agreement between the parties on the matters raised herein.

### EFFECTIVE DATE/TERMINATION DATE

21. The effective date of this Agreement is the date of the last signature below.

For the Town of Leesburg:

For the United States:

By:

*William E. Donnelly, III*  
William E. Donnelly, III

*Town Attorney*

Dated: \_\_\_\_\_

For the United States of America:

Ralph F. Boyd, Jr.

Assistant Attorney General for Civil Rights

By:

*John L. Wodatch*  
John L. Wodatch, Chief

Allison Nichol, Deputy Chief

Laura F. Einstein, Attorney

Disability Rights Section

Civil Rights Division - NYA

U.S. Department of Justice

950 Pennsylvania Avenue NW

Washington, DC 20530

(202) 514-9583

Dated: \_\_\_\_\_

**EXHIBIT 1**

**VIA CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Re: DJ# \_\_\_\_\_, v. Town of Leesburg

EEOC Charge No. \_\_\_\_\_

Dear \_\_\_\_\_

The United States and the Town of Leesburg, Virginia 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 Town of Leesburg offers you payment of \$25,000.00, which shall be considered compensatory in nature.

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

William E. Donnelly III  
Town Attorney  
25 West Market Street  
P.O. Box 88  
Leesburg, VA 20178

As set forth in paragraph 15 of the Settlement Agreement, the United States will, within ninety (90) 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 \_\_\_\_\_ 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:

Laura F. Einstein  
Trial Attorney  
Civil Rights Division  
Disability Rights Section  
202-514-9583

Sincerely,

William E. Donnelly, III

**EXHIBIT 2**

**RELEASE OF ALL CLAIMS**

For and in consideration of the acceptance of the relief offered to me by the Town of Leesburg, Virginia, pursuant to a Settlement Agreement between the United States of America and the Town of Leesburg, Virginia:

I, \_\_\_\_\_, release and discharge the Town of Leesburg, Virginia 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 application for employment with the Town of Leesburg, Virginia or EEOC charge No. \_\_\_\_\_ 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 Town of Leesburg of the validity of any claim raised by me or on my behalf.

I acknowledge that a copy of the Settlement Agreement between the Town of Leesburg, Virginia 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 \_\_\_\_\_, 2002.

\_\_\_\_\_  
Social Security Number \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

My Commission expires on: \_\_\_\_\_