

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

UNITED STATES OF AMERICA,

Plaintiff,

v.

BALTIMORE COUNTY, MARYLAND,

Defendant.

Civil Action No. 1:19-CV-02465-CCB

SETTLEMENT AGREEMENT

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I. BACKGROUND AND STIPULATIONS

This action was brought by Plaintiff United States of America (“United States”) against Defendant Baltimore County, Maryland (“County”) 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”). This Court has jurisdiction of this action under 42 U.S.C. § 2000e-6(b) and 28 U.S.C. §§ 1331, 1343(a)(3) and 1345.

In its Complaint, filed in August 2019, the United States alleged that since January 1, 2013, the County, through its department, the Baltimore County Police Department (“BCPD”), has engaged in a pattern or practice of discrimination against African American applicants for BCPD entry-level police officer and police cadet positions by making hiring decisions based on written examinations that caused a disparate impact on African Americans in violation of Section 703(a)(2) of Title VII, 42 U.S.C. § 2000e-2(k). Specifically, the Complaint alleged that the County’s use of at least three different versions of a multiple-choice written examination to screen and select applicants for the entry-level police officer and cadet positions had an adverse impact

on African American applicants who disproportionately failed the written entrance examinations. The United States further alleged that these practices have not been shown to be job related for the BCPD entry-level police officer and police cadet positions and consistent with business necessity. The United States did not allege that the County intentionally discriminated against African American applicants. The County denies that it has violated Title VII. Nonetheless, the County and, specifically, the County Executive sworn into office in December 2018 (*after* the County had begun administering the tests in question), have expressed a commitment to working with the United States to resolve the allegations in the Complaint.

The United States and the County, desiring that this action be settled by an appropriate settlement agreement (“Agreement”) and without the burden of protracted litigation, agree to the jurisdiction of this Court over the Parties and the subject matter of this action. The United States and the County further agree to this Agreement as final and binding between themselves as to the issues raised in the United States’ Complaint in this action, as well as any Title VII claims the United States could have asserted based on the interim written examination(s) administered by the County beginning in June 2019 described in Section V., Subsection C. below. Subject to the Court’s approval of this Agreement, the Parties waive findings of fact and conclusions of law on all issues, except as to the following, to which the Parties stipulate for the purposes of this settlement, and which the Court finds:

A. Police Officer and Police Cadet Selection Process

- i. Baltimore County maintains the BCPD and, through it, employs police officers and cadets who, among other things, are responsible for protecting individuals and property in Baltimore County.
- ii. Baltimore County is responsible for the recruitment and hiring of BCPD entry-level police officers and police cadets, including establishing the terms, conditions, and other practices which bear upon the selection and employment of BCPD entry-level police officers and police cadets.

- iii. At all relevant times, the County used a multi-step selection process to hire both entry-level police officers and police cadets. The cadet position was for applicants between 17 1/2 and 20 1/2 years old, while the police officer position was for applicants who were 20 1/2 years old and older.
- iv. The County's selection process for entry-level police officers and cadets began with a multiple-choice written examination, which the County administered to interested applicants throughout the year.
- v. Applicants for BCPD entry-level police officer and police cadet positions were required to successfully obtain a passing score on the multiple-choice written examination to proceed to the other steps in the selection process (including, among other things, a physical agility test, medical exam, psychological exam, and background investigation.) Those who passed the written examination were also required to meet certain other qualifications for employment. Applicants who failed the written exam were removed from further consideration.

B. The Police Officer and Cadet Written Exam

- i. From 2009 through April 27, 2019, Baltimore County administered and used four different versions of a multiple-choice written examination in the screening and selection of applicants for hire into the BCPD entry-level police officer and police cadet positions. Each version of the written exam was developed by the Office of Human Resources of the Baltimore County Government.
- ii. Baltimore County administered and used one version of the written exam from 2009 through 2013 ("2009 Exam"). The 2009 Exam consisted of 85 questions divided into components identified as reading comprehension (15 questions), vocabulary (15 questions), spelling (20 questions), grammar (15 questions), and logical order/sequencing (20 questions). Applicants who scored 75% or higher on the 2009 Exam were eligible to continue in BCPD's selection process.
- iii. From 2009 through 2013, African American applicants passed the 2009 Exam at a lower rate than white applicants passed the 2009 Exam. This difference between the pass rates of white and African American applicants on the 2009 Exam is statistically significant at - 10.34 standard deviations.¹
- iv. Baltimore County administered and used a different version of the written exam in 2014 ("2014 Exam"). The 2014 Exam consisted of 100 questions and was comprised of two parts. Part I included a note-taking/observation skills section requiring a candidate to review a photograph and answer 15 questions about the photograph. Part II was 85 questions divided into components identified as reading comprehension (15 questions), logical ordering (20 questions), writing skill/grammar (30 questions), and interpretation of data (20 questions). Applicants who scored 70% or higher on the 2014 Exam were eligible to continue in BCPD's selection process.

¹ All calculations of statistical significance referenced herein were calculated by the United States in its investigation and are based on information Baltimore County produced to the United States between January 30, 2012 and July 21, 2016.

- v. African American applicants passed the 2014 Exam at a lower rate than white applicants passed the 2014 Exam. This difference between the pass rates of white and African American applicants on the 2014 Exam is statistically significant at -7.57 standard deviations.
- vi. Baltimore County began administering and using a different version of the written exam in 2015 (“2015 Exam”). The 2015 Exam is identical to the 2014 Exam except that Part I of the exam contains different questions and photographs; Part II of the exam is the same. Applicants who scored 70% or higher on the 2015 Exam were eligible to continue in BCPD’s selection process.
- vii. Between 2015 and 2016, African American applicants passed the 2015 Exam at a lower rate than white applicants passed the 2015 Exam. This difference between the pass rates of white and African American applicants on the 2015 Exam is statistically significant at -10.94 standard deviations.
- viii. Baltimore County continued to administer the 2015 Exam to applicants for BCPD entry-level police officer and police cadet positions until September 2016.
- ix. Baltimore County began administering and using a different version of the written exam in September 2016 (the “2016 Exam”). The 2016 Exam is nearly identical to the 2015 Exam. Baltimore County continued to administer the 2016 Exam through April 27, 2019.
- x. Based on information available to it at the time of filing its Complaint, the United States estimates that at least 23 additional African American applicants would have been hired by the County as BCPD entry-level police officers and/or cadets since January 1, 2013 absent the disparate impact of the pass/fail use of the 2009 Exam, 2014 Exam, and 2015 Exam.
- xi. The United States contends that the County’s use of these written exams as a pass/fail screening device was not job related and consistent with business necessity.
- xii. Though the Parties stipulate to the foregoing for the purposes of this settlement, the County does not admit to liability under Title VII. In the event the Court does not approve the Settlement Agreement, the Parties agree that the stipulations herein may not be used in subsequent proceedings to establish the County’s liability under Title VII.
- xiii. The relief provided by this Agreement does not exceed make-whole relief to individuals who would otherwise have been hired as entry-level police officers and cadets but for the disparate impact of the practices challenged by the United States, and the procedures set forth in this Agreement for identifying Claimants and allocating relief among them are fair, adequate, and reasonable, and are not illegal, a product of collusion, or against the public interest.

In resolution of this action, with the agreement of the Parties, IT IS THEREFORE ORDERED AND ADJUDGED as follows:

II. DEFINITIONS

1. “Back Pay Relief” means a monetary award that represents the value of some of the wages that a Claimant would have received from the County if he or she had *not* been disqualified by the Challenged Written Exams and had been hired into the entry-level police officer or cadet position for which he or she applied.
2. “Claimant” refers to any person who submits an Interest-in-Relief Form.
3. “Days” means calendar days unless business days are clearly specified. If any deadline referenced in this Agreement should fall on a weekend or federal holiday, the deadline shall be moved to the next business day.
4. “Date of Entry” means the date on which the Court enters the Agreement as a final order at or after the Fairness Hearing on the Terms of the Settlement Agreement as set forth in Paragraph 27 of this Agreement.
5. “Individual Relief” under this Agreement means Back Pay Relief and/or Priority Hiring Relief as defined in this Section.
6. The “Parties” to this Agreement are the United States, by the Department of Justice (“DOJ”), and Baltimore County, Maryland.
7. “BCPD” means the Baltimore County Police Department, which is a department of Baltimore County, Maryland.
8. The “Challenged Written Exams” means all written examinations used by Baltimore County from 2009 through April 2019, as described in Stipulations B.ii, B.iv, B.vi and B.ix.
9. “Priority Hire” means a Claimant who (i) is eligible for Priority Hiring Relief; (ii) is deemed qualified to be a police officer or cadet by the County by way of successfully completing the County’s police officer and cadet screening and selection procedures

that are then in effect and required of all other police officer and cadet applicants; (iii) receives and accepts an offer of priority hire, pursuant to Paragraphs 108 and 109; and (iv) upon beginning the academy, is hired by the County as an entry-level police officer or cadet.

10. “Priority Hiring Relief” means the opportunity for an eligible Claimant to participate in the priority hiring selection process. Eligibility to participate in the priority hiring selection process *does not guarantee* a Claimant will receive an offer of priority hire from the County.
11. “Retroactive Seniority” refers to seniority credit in the entry-level police officer or cadet position that a Priority Hire is entitled to receive under this Agreement, which corresponds to the date a Claimant first took and failed one of the Challenged Written Exams.
 - a. Specifically, Retroactive Seniority applies to a Priority Hire’s seniority for purposes of calculating the regular rate of pay (and any other types of pay calculated based on the regular rate), annual leave, accrual of vacation leave after the first year of employment, layoffs/reductions in work force, recall from layoffs/reduction in work force, assignments to specialized units (*e.g.*, Homicide), and transfers between precincts. Retroactive Seniority shall be limited to this expressly listed group of benefits. The Parties agree that in considering assignments to specialized units, Retroactive Seniority will be used exactly as seniority is used in this process, pursuant to the Memorandum of Understanding Between the Baltimore County Administration and the Fraternal Order of Police, Lodge #4 (“MOU”). As of the date of this Agreement, Section 13.3 of the

MOU governs assignments to specialized units (though it refers to these assignments as “transfers”) and specifically states that seniority is used only when other specified factors are relatively equal.

- b. Retroactive Seniority does not refer to seniority used for scheduling the following: leave, personal time, vacation time or days off from work of any type or nature.
- c. Retroactive Seniority shall not be used to satisfy any applicable probationary periods or any time-in-grade minimums required to be eligible for promotions, assignments, or transfers.

- 12. “New Selection Device” means any examination, test, requirement, or other criterion used by the County in place of the Challenged Written Exams to evaluate an applicant’s qualifications for hire as an entry-level police officer or cadet (e.g., written or video examination.)
- 13. “Hiring Shortfall” as used in this Agreement means an estimate of the number of additional African Americans who would have been hired as police officers or police cadets absent the use of the interim written examination.

III. PURPOSES OF THE SETTLEMENT AGREEMENT

- 14. The purposes of this Agreement are to ensure that:
 - a. The County replaces the Challenged Written Exams with a New Selection Device that promotes its own public safety needs to hire qualified police officer and cadet candidates and also complies with Title VII’s requirements; and
 - b. The County provides, as appropriate, Individual Relief to eligible African American applicants who, the United States alleges, were not afforded further consideration for employment as entry-level police officers and cadets with

BCPD due to the County's written examinations challenged by the United States in this case.

IV. FAIRNESS HEARING ON THE TERMS OF THE SETTLEMENT AGREEMENT

A. Provisional Entry of this Agreement

15. Upon execution of this Agreement by the Parties, the Parties shall promptly file a joint motion for the provisional approval and entry of the Agreement by the Court and request a Fairness Hearing on the Terms of this Settlement Agreement to allow the Court to determine whether the terms of the Agreement are fair, adequate, reasonable, lawful, and not a product of collusion or against the public interest. The Parties will request that the Court provide notice at least one hundred thirty (130) days before the date and time set for a Fairness Hearing on the Terms of the Settlement Agreement. The Court shall not set a Fairness Hearing sooner than one hundred thirty (130) days from the date the Parties request a Fairness Hearing.
16. The purpose of the Fairness Hearing on the Terms of the Settlement Agreement and the related notification provisions of this Agreement is to provide all persons who may be affected by the terms of the Agreement with notice and an opportunity to present objections prior to final entry of the Agreement, in accordance with Section 703(n) of Title VII, 42 U.S.C. § 2000e-2(n).

B. Claims Administrator

17. The County shall retain a Claims Administrator to assist the Parties with the notice and claims process. The County shall bear all costs and expenses of the Claims Administrator, which shall be in addition to, and not deducted from, any and all other monetary commitments the County has under this Agreement. The County shall submit to the Baltimore County Council a proposed contract with a Claims Administrator in a

timeframe that will allow the County to officially retain the Claims Administrator on November 16, 2020. If the County does not retain the Claims Administrator by November 17, 2020, the County will notify the United States in writing that day, and the Parties will meet and confer within one (1) business day to discuss a resolution. If the Parties do not reach a resolution during that meeting, either Party may immediately submit the disputed issue to the Court for resolution without any further written notice to the other party.

18. The Claims Administrator's contract with the County requires the Claims Administrator to perform the work outlined in this Agreement and to work under the control and supervision of the County in the conduct of its activities. The Claims Administrator's contract also requires it to report regularly and provide all reasonably requested information to both the United States and the County. In the event that the United States or the County has reason to believe that the Claims Administrator is not adequately performing the work outlined in this Agreement, the United States and the County will meet and confer to find a mutually agreeable course of action to effectuate the Claims Administrator's adequate performance of the work outlined in this Agreement. In the event that the United States and the County are unable to agree upon a course of action to effectuate the Claims Administrator's adequate performance of the work outlined in this Agreement, the Parties may present the matter to the Court pursuant to the dispute resolution provisions set forth in Paragraph 122 of this Agreement.

C. Notice of Settlement to Applicants

19. No later than ninety (90) days prior to the Fairness Hearing on the Terms of the Settlement Agreement, the County shall provide to the Claims Administrator and the United

States the last-known mailing address and e-mail address of each applicant who identified as African American when applying for any of the County's selection processes for entry-level police officers or cadets and who took and failed the Challenged Written Exams between 2009 through 2019. The Claims Administrator shall conduct reasonable additional research necessary to determine if there is a more current address for each applicant.

20. No later than eighty (80) days prior to the Fairness Hearing on the Terms of the Settlement Agreement, the Claims Administrator shall provide a copy of a Notice of Settlement and Fairness Hearing, Instructions for Filing an Objection Prior to the Fairness Hearing, and a blank Objection to the Entry of the Settlement Agreement Form (collectively, "Notice Documents") in the formats set forth in Appendix A via e-mail to the last-known e-mail address and via first-class U.S. mail to the last-known mailing address of the applicants identified in Paragraph 19 above.
21. The Claims Administrator shall keep records of all Notice Documents that are returned to the Claims Administrator as undeliverable. If any applicant's Notice Documents are returned to the Claims Administrator as undeliverable (whether via e-mail or first-class U.S. mail), the Claims Administrator shall promptly notify the Parties and attempt to identify an updated electronic and/or postal mailing address as soon as practicable. If the Claims Administrator or one of the Parties identifies an alternate electronic and/or postal mailing address, the Claims Administrator shall re-send the Notice Documents to the applicant within two (2) business days of receipt of the alternate address. The

Claims Administrator's obligation to identify an updated electronic and/or postal mailing address and re-send the Notice Documents will end fifty (50) days before the Fairness Hearing on the Terms of the Settlement Agreement.

D. Notice of Settlement to Other Interested Persons & Organizations

22. No later than eighty (80) days prior to the Fairness Hearing on the Terms of the Settlement Agreement, the County shall provide a copy of the Notice Documents described in Paragraph 20 in the formats set forth in Appendix A, to:
 - a. Each police officer and cadet currently employed by the County, via hand delivery, at the place of the person's employment, by U.S. mail to his or her home address, or as an attachment to or an enclosure with each such person's regularly distributed paycheck; and
 - b. The Fraternal Order of Police, Lodge #4, and any other union that has a contractual relationship with the County authorizing it to represent police officers or cadets in the BCPD, via U.S. mail.
23. The County shall publish a notice of the Settlement and the Fairness Hearing, in a form substantially the same as contained in Appendix A, on the County's website (<https://www.baltimorecountymd.gov>), BCPD's website (<https://www.baltimorecountymd.gov/Agencies/police/index.html>), in the Baltimore Sun, and via social media (i.e., Facebook and/or Twitter) regularly used by the County and/or the BCPD.
 - a. The published notice on the County's website and BCPD's website shall include a publicly-accessible link from which the Notice Documents and the Agreement can be accessed. This publicly-accessible link and notice shall be published and remain on the websites for no less than eighty (80) days prior to the Fairness Hearing on the Terms of the Settlement Agreement.

- b. Eighty (80) days prior to the Fairness Hearing on the Terms of the Settlement Agreement and again sixty (60) days prior to the Fairness Hearing on the Terms of the Settlement Agreement, the County shall publish a notice in the Baltimore Sun in a form substantially the same as contained in Appendix A. The published notice also shall provide the website address from which Notice Documents and the Agreement can be accessed, and the phone number of the Claims Administrator.
- c. Eighty (80) days prior to the Fairness Hearing on the Terms of the Settlement Agreement and again sixty (60) days prior to the Fairness Hearing on the Terms of the Settlement Agreement, the County shall publish notice via social media as follows:
 - i. The County shall post on the County's Facebook page (<https://www.facebook.com/BaltCoGov/>) and on BCPD's Facebook page (<https://www.facebook.com/BaltCoPolice/>) with the following text and a publicly-accessible link from which the Notice Documents and the Agreement can be accessed: "The County has entered into a Settlement Agreement with the U.S. Department of Justice to resolve allegations that the Baltimore County Police Department's use of certain written examinations in its hiring process discriminated against African American applicants, which the County denies. To learn more, visit: [link]." The County shall not delete these posts prior to the Fairness Hearing on the Terms of the Settlement Agreement.

- ii. The County shall post a tweet on the County's Twitter page (@BaltCoGov) and on BCPD's Twitter page (@BaltCoPolice) with the following text and a publicly-accessible link from which the Notice Documents and the Agreement can be accessed: "The County settled a race discrimination hiring lawsuit with the Dept. of Justice @CivilRights involving the Baltimore County Police Department. Read more: [link]." The County shall not delete these tweets prior to the Fairness Hearing on the Terms of the Settlement Agreement.

E. Objections to Entry of the Settlement Agreement

24. A person who wishes to object to the terms of the Settlement Agreement may file a written objection as follows:
 - a. Objections shall be submitted to the Claims Administrator using the objection form included in Appendix A and shall state the objector's name, mailing address, telephone number, and e-mail address, if any; set forth a specific description of the objector's basis for objecting; include copies of any documentation supporting the objection; state the name and contact information of the objector's counsel, if any; and state whether the objector wishes the opportunity to be heard in Court at the Fairness Hearing on the Terms of the Settlement Agreement.
 - b. Objections submitted via mail must be postmarked no later than fifty (50) days before the Fairness Hearing on the Terms of the Settlement Agreement, and objections submitted via e-mail must be transmitted electronically no later than fifty (50) days before the Fairness Hearing on the Terms of the Settlement Agreement.

25. No later than forty-five (45) days prior to the date set for the Fairness Hearing on the Terms of the Settlement Agreement, and on a rolling weekly basis thereafter (if necessary), the Claims Administrator shall serve upon the Parties copies of the objections it has received. The Claims Administrator shall provide the Parties with two copies of each of the objections: (i) one copy of all of the objections in their original form; and (ii) one copy of all objections with all personally identifying information (“PII”) redacted. Specifically, for the second copy of objections forms, the Claims Administrator will redact objectors’ addresses, telephone numbers, and email addresses, as well as any other information later identified for redaction by the Parties.
26. No later than ten (10) days prior to the Fairness Hearing on the Terms of the Settlement Agreement:
 - a. The United States shall file with the Court copies of all redacted objections received by the Claims Administrator; and
 - b. The United States and the County shall file their responses, if any, to objections timely received by the Claims Administrator in accordance with the deadlines set forth in Appendix A.

F. Final Entry of the Settlement Agreement

27. The Court shall approve and enter the Agreement at or after the Fairness Hearing on the Terms of the Settlement Agreement if the Court determines that the terms of this Agreement are fair, adequate, reasonable, lawful, and not a product of collusion or against the public interest.

V. **GENERAL INJUNCTIVE RELIEF**

A. **Injunctions**

28. Except as provided in Paragraphs 33-39 of this Agreement, the County, its officials, agents, employees, and successors, and all persons acting on behalf of or in active concert or participation with it, are enjoined from using any written exam as part of its selection process for entry-level police officers or cadets in any manner that results in disparate impact upon African American applicants and is not shown to be job related and consistent with business necessity under Title VII or, if job related and consistent with business necessity under Title VII, from refusing to adopt an alternative employment practice that exists within the meaning of 42 U.S.C. § 2000e-2(k)(1)(A)(ii).
29. The County, and its officials, agents, employees, and successors, and all persons acting on behalf of or in active concert or participation with it, are specifically enjoined from using the Challenged Written Exams.
30. Except as provided in Paragraphs 33-39 of this Agreement, during the term of this Agreement, the County shall not administer any written exam for use in selecting entry-level police officers or cadets without the assent of the United States or, if the Parties cannot reach agreement, approval by the Court.
31. The County is enjoined from retaliating against any person because he or she opposed the alleged discrimination at issue in this case, in any way participated in or cooperated with the United States' investigation or litigation of the alleged discrimination at issue in this case, has been involved with the development or administration of this Agreement, or seeks or receives relief under any provision of this Agreement.

B. Settlement Agreement Compliance Officer

32. No later than thirty (30) days after the date this Agreement is provisionally entered by the Court, the County shall designate a Settlement Agreement Compliance Officer who may be a County employee. The Compliance Officer shall report quarterly on the status of the implementation of this Agreement to the County Attorney and to the United States, through the County Attorney, during the period that this Agreement is in effect. The Compliance Officer shall include in these quarterly reports any complaints of (i) discrimination on the basis of race arising from the County's screening of applicants for entry-level police officer and police cadet positions and (ii) retaliation prohibited by Paragraph 31 above.

C. Interim Selection Process

33. The Parties recognize that the proper development of a New Selection Device to replace the Challenged Written Exams will take time, and that the County's immediate operational needs require the hiring of entry-level police officers and cadets before the development and implementation of the New Selection Device pursuant to Paragraphs 40-47 of this Agreement.
34. In order to address the County's immediate operational needs, the Parties agree that the County may, on an interim basis, continue using the National Police Officer Selection Test (the "interim written examination"). The County independently began using this interim written examination in June 2019. The County's continued use of the interim written examination will be on a pass/fail basis.
35. No later than thirty (30) days after the County's first administration of the New Selection Device implemented pursuant to Paragraphs 40-47 of this Agreement, the County will produce applicant flow data necessary for the United States to determine if the

interim written examination caused an adverse impact on African American applicants and to calculate any resulting Hiring Shortfall caused by the interim written examination, as well as any information then in its possession regarding the validity of the interim written examination. Specifically, the County will provide the following information for each individual who took the interim written examination: name; social security number; contact information; race; test date; written examination overall test score, as well as the scores on each component of the exam; the written examination pass/fail determination; whether the individual was hired; final offer date (if applicable); and other related data points collected as part of the County's routine recordkeeping process identified by the United States. Such information shall be produced in an electronic format agreed to by the Parties.

36. The United States shall review the materials provided and, no later than forty-five (45) days after receipt of all documents and information required by Paragraph 35, notify Baltimore County in writing whether it has found that the interim written examination caused an adverse impact on African American applicants, its calculation of any resulting Hiring Shortfall, and whether it believes the information provided by the County about the validity of the interim written examination satisfies the County's burden to establish that its use of the interim written examination complies with Title VII (i.e. was job related and consistent with business necessity).
37. If the United States notifies the County that the interim written examination caused an adverse impact that resulted in a Hiring Shortfall and that the information provided by the County does not demonstrate that the interim written examination complies with Title VII, the County shall notify the United States within ten (10) days whether it

intends to produce additional evidence in support of the validity of the interim written examination. If the County intends to produce additional evidence, it must do so no later than thirty (30) days after receipt of the notification from the United States described in Paragraph 36.

38. No later than sixty (60) days after receipt of a production of additional evidence from the County pursuant to Paragraph 37, the United States shall review the materials, determine whether the County's use of the interim written examination complied with Title VII, and notify the County in writing of its determination.
39. If the United States determines that the interim written examination did not comply with Title VII, the County will, no later than sixty (60) days after receiving notification from the United States under Paragraph 38, invite all African Americans who failed the interim written examination to take the New Selection Device developed pursuant to Paragraphs 40-47 of this Agreement. The County shall hire up to six (6) people from the pool of invited African American individuals who appear for and pass the New Selection Device and successfully complete the County's other police officer and cadet screening procedures then in effect into the first available BCPD Academy class. The County's obligation to hire individuals under this Paragraph shall be limited to the Hiring Shortfall identified by the United States under Paragraph 36 or six (6), whichever is lower. The individuals hired pursuant to this Paragraph will not be eligible for back pay (beyond that which they may be eligible for pursuant to Section VI.E.) or a hiring bonus, but will be granted seniority credit and vacation benefits corresponding to the year in which the individual first took and failed the interim written examination as follows:

- a. On the date on which an individual hired pursuant to this Paragraph 39 enters the BCPD Academy, the County shall credit the individual with seniority for purposes of calculating the regular rate of pay (and any other types of pay calculated based on the regular rate), annual leave, and accrual of vacation leave after the first year of employment as outlined in the table immediately below.
- b. Upon the individual’s successful completion of the BCPD Academy, the County will grant individuals hired pursuant to this Paragraph 39 with a certain number of vacation days for their first year of employment as outlined in the table immediately below.

Year Interim Written Examination First Taken and Failed	Date for Seniority Credit	Vacation Days Granted Upon Graduation from Academy
2019	7/1/2020	13
2020	7/1/2021 (unless actual start date is earlier)	12
2021	12/1/2021 (unless actual start date is earlier)	12
2022	7/1/2022 (unless actual start date is earlier)	12

D. Development and Use of The Lawful New Selection Device

40. The County will adopt and use a lawful New Selection Device to hire police officers and cadets in place of the Challenged Written Exams. The New Selection Device shall either have no statistically significant adverse impact on the basis of race, or shall have been demonstrated to be job related for the police officer and cadet position and consistent with business necessity in accordance with Title VII. In selecting or developing the New Selection Device, the County shall make reasonable efforts to explore the

availability of selection devices that have been shown to reduce or eliminate adverse impact upon African Americans in processes for selecting police officers and cadets.

41. The County has agreed to retain a third party to develop the lawful New Selection Device for hiring entry-level police officers and cadets in place of the Challenged Written Exams (“Test Developer”).

- a. The County shall enter into a contract with a test developer. The County shall bear all costs and expenses of the Test Developer, which shall be in addition to, and not deducted from, any and all other monetary commitments the County had under the Agreement. If the County chooses to retain a test developer by utilizing a procedure other than publishing a Request for Proposals (RFP), it will provide the United States notice of its potential selections for a test developer within ten (10) days of the Parties tendering the Settlement Agreement to the Court for provisional approval and entry. If the County publishes a request for proposal (“RFP”) to find a test developer, it will do so within ten (10) days of the Parties tendering the Settlement Agreement to the Court for provisional approval and entry, and will provide any responses received from potential test developers to the United States no later than ten (10) business days after the RFP closing date. No later than ten (10) business days after receipt of the notice of the selected test developer or receipt of the RFP responses, whichever is applicable, the United States will notify the County if it objects to any of the potential test developers. In consultation with the United States, the County will then select and retain a Test Developer. The County may not select a Test De-

veloper that the United States has objected to and may not select a Test Developer based on price alone. Should the County and the United States have a dispute about the selection of the Test Developer, either party may submit the dispute to the Court in accordance with the dispute resolution provisions set forth in Paragraph 122 of this Agreement.

- b. The lawful New Selection Device must be developed, validated, and used in accordance with Title VII, the Uniform Guidelines on Employee Selection Procedures (“UGESP”), 29 C.F.R. Part 1607, the Principles for the Validation and Use of Personnel Selection Procedures of the Society for Industrial and Organizational Psychologists (“SIOP Principles”), and the terms of this Agreement.
- c. The County will require the Test Developer to prepare a work plan for the development of the lawful New Selection Device that details each stage of the design, development, and validation of the test and that contains estimated timelines for each stage. The work plan will also include a timeline for producing information to the United States, through the County, at particular milestones of the design, development, and validation process (e.g. the production of a job analysis) so that the United States can ensure compliance with Paragraph 41(b). The County must submit this work plan to the United States no later than one hundred fifty-five (155) days after the Parties tender the Settlement Agreement to the Court for provisional approval and entry if the County used the RFP process to retain a test developer, or no later than one hundred thirty (130) days after the Parties tender the Settlement Agreement to the Court for provisional approval and entry if the County used an alternative procurement process to

retain the test developer, unless the Parties mutually agree in writing signed by the Parties to modify this time.

- d. The United States shall review the work plan provided and, no later than thirty (30) days after receipt of the work plan, notify the County in writing of any requested modifications or objections to the work plan. If the United States does not notify the County within said time, it waives its right to object to the work plan, unless the Parties mutually agree in writing to modify the time or there is good cause for the United States' delay.
- e. If the United States objects pursuant to Paragraph 41(d) to the Test Developer's work plan, the Parties and the Test Developer shall within thirty (30) days, unless another period of time is mutually agreed upon in writing signed by the Parties, meet and confer to discuss the United States' objection and whether resolution is possible. If the Parties fail to reach an agreement resolving the issues raised by the United States' objection within thirty (30) days, the Parties may submit the dispute to the Court in accordance with the dispute resolution provisions set forth in Paragraph 122 of this Agreement.
- f. The United States will review the information produced by the Test Developer pursuant to the work plan agreed upon by the Parties and notify the County of any objections during the development process. If the United States objects to any aspect of the design, development, or validation process pursuant to this Paragraph, the Parties and the Test Developer shall within thirty (30) days meet and confer to discuss the United States' objection and whether resolution is possible. If the Parties fail to reach an agreement resolving the issues raised by

the United States' objection within thirty (30) days, the Parties may submit the dispute to the Court in accordance with the dispute resolution provisions set forth in Paragraph 122 of this Agreement.

- g. The County must make the Test Developer that it retains in accordance with this Paragraph available for consultation with the United States, its contractors, and experts throughout the design, development, and validation process within ten (10) days of a request by the United States unless another time period is agreed upon by the Parties in writing.

- 42. Sixty (60) or more days before the County administers its lawful New Selection Device, the County shall submit to the United States a proposal to use the New Selection Device for hiring entry-level police officers and cadets in place of the Challenged Written Exams. This proposal shall include all information available to the County about the development and/or validation of the proposed New Selection Device, except that the County need not reproduce information already made available to the United States through implementation of the work plan as outlined in Paragraph 41(c). The proposal may include: a description of the New Selection Device and the manner in which the County intends to use it (including, but not limited to the proposed scoring method, the proposed passing score, time limit, and any other requirement to pass any component of the test); the known, or likely, adverse impact upon African Americans of the intended use of the New Selection Device, if any, including the known or likely adverse impact upon African Americans resulting from the passing scores proposed to be used by the County; all evidence of job relatedness or validity of the New Selection Device, including all job analyses, test plans, expert reports, and validation studies, as well as

data underlying such analyses, plans, reports, or studies; and, any basis for a conclusion that the proposed use of the New Selection Device (including proposed passing scores) is job related for the position and consistent with business necessity. The County's submission shall also identify any alternative selection device(s) that the County considered, but did not adopt, as well as its consideration of any other manner of using the New Selection Device(s) the County proposes implementing, if applicable.

43. No later than thirty (30) days after receiving the proposal and information described in Paragraph 42, above, the United States shall notify the County in writing whether it objects to the County's proposed use of the New Selection Device; otherwise, the County may administer the New Selection Device.
44. No later than thirty (30) days following the first administration of the County's New Selection Device (before hiring based on any such selection device) and on a quarterly basis thereafter for one year, the County shall provide the following information to the United States: a list of all applicants who took the County's New Selection Device, to include each applicant's race; whether they are eligible for Priority Hiring Relief; and data indicating each candidate's raw score(s) on the County's New Selection Device, as well as the performance of each applicant on each item of the County's New Selection Device. The Parties agree that this list of information is not exhaustive and that there may be other, relevant information about the County's use of its New Selection Device for hiring police officers and cadets that may become available after test administration. The County agrees to provide to the United States, upon request, any additional information relevant to the evaluation of its new hiring process for Title VII compliance. If the United States determines that the County's use of the New Selection

Device does not comply with Title VII and/or this Agreement, the United States shall, within forty-five (45) days of receiving the information identified in this Paragraph from the County, notify the County in writing that the United States objects to the County's continued use of the New Selection Device, and state the basis for any such objection.

45. If the United States objects pursuant to Paragraph 44 above, to the County's use of the New Selection Device, the Parties shall, within thirty (30) days of the United States' stating its objection, meet and confer to discuss the United States' objection and whether resolution is possible. If the Parties fail to reach an agreement resolving the issues raised by the United States' objection within thirty (30) days, the Parties may submit the dispute to the Court in accordance with the dispute resolution provisions set forth in Paragraph 122 of this Agreement.
46. If the United States objects pursuant to Paragraph 44, above, to the County's use of the New Selection Device, no person shall be hired as an entry-level police officer or cadet based on the New Selection Device except by written agreement of the Parties or order of the Court. The Parties agree that, in the event an objection is submitted to the Court, they each have a duty to work expeditiously toward an interim agreement that would enable the County to address immediate hiring exigencies while the objection is resolved.
47. For the duration of this Agreement, if the County proposes to replace or change its use of the New Selection Device:
 - a. The County shall provide written notice to the United States at least sixty (60) days prior to the intended effective date of the replacement or change, including

all information and documentation related to the design, development, and validation of the proposed replacement or change, including, but not limited to, the proposed scoring method and whether such change or modification will have more or less adverse impact on African Americans than the previous New Selection Device.

- b. The United States shall inform the County whether it objects to the proposed replacement or change no later than thirty (30) days after receipt of the written notice set forth in Paragraph 47(a) (above). If the United States does not object, the County may implement the proposed change or modification. If the United States does object, then the County may not implement the proposed replacement or change unless the Parties engage in the dispute resolution process set forth in Paragraph 122.

VI. INDIVIDUAL RELIEF

A. Two Forms of Individual Relief

48. The County will provide Individual Relief to eligible Claimants in the form of Back Pay Relief and/or Priority Hiring Relief, including Retroactive Seniority and other benefits for selected Priority Hires described below.

B. Institution and Deposits into a Settlement Fund

49. No later than seven (7) business days after the Date of Entry of this Agreement, the County shall propose in writing to the United States the name of a federally insured financial institution for the deposit of \$2,000,000 into an interest-bearing account from which Back Pay Relief will be distributed to eligible Claimants pursuant to this Agreement. The United States shall provide a written response to the County's proposal

within seven (7) business days of its receipt, either consenting to the County's proposed financial institution or objecting and proposing an alternative financial institution. If the Parties cannot agree on a federally insured financial institution, either party may submit the dispute to the Court for resolution upon providing the other party with seven (7) business days written notice of its intent.

50. No later than thirty (30) days after the Date of Entry of this Agreement, the County shall deposit the sum of One Million Dollars (\$1,000,000) into an interest-bearing account in the federally insured financial institution that has been approved by the Parties or, if applicable, the Court.
51. On July 1, 2021, the County shall deposit an additional One Million Dollars (\$1,000,000) into an interest-bearing account in the federally insured financial institution that has been approved by the Parties or, if applicable, the Court.
52. Together the two deposits by the County, totaling \$2,000,000, plus any interest accrued on those amounts, shall constitute the "Settlement Fund" that shall be used to make back pay awards to eligible Claimants pursuant to this Agreement. Funds from the Settlement Fund shall not be used to satisfy any of the County's other obligations in this Agreement.

C. Notice of Entry of Settlement Agreement to Applicants

53. No later than thirty (30) days after the Date of Entry of this Agreement, the Claims Administrator shall send a copy of the Notice of Entry of Settlement Agreement, Instructions for Filing a Claim to be Considered for a Back Pay Award or Priority Hiring Consideration, and Interest-in-Relief Form (collectively, "Interest-in-Relief Form Documents"), in the formats set forth in Appendix B to each applicant who identified as African American when applying for any of the County's selection processes for the

entry-level police officer or cadet position and who took and failed the Challenged Written Exams between January 2010 and April 27, 2019. Such notice shall be sent by e-mail to the last-known e-mail address, if available, and via first-class U.S. mail to the last-known mailing address. The Claims Administrator will include a self-addressed return envelope, with postage prepaid, with the Interest-in-Relief Form Documents provided via first-class U.S. mail.

54. The Claims Administrator shall keep records of, and, if possible, shall re-send, all Interest-in-Relief Form Documents returned as undeliverable by the same procedures described in Paragraph 21. The Claims Administrator's obligation to identify an updated electronic and/or postal mailing address and re-send the Interest-in-Relief Form Documents will end seventy-five (75) days after the Date of Entry of this Agreement.

D. Submission of Interest-in-Relief Forms by Potentially Eligible Applicants

55. Any applicant who wishes to be considered for an award of Individual Relief under this Agreement must return a completed Interest-in-Relief Form (Appendix B) to the Claims Administrator no later than seventy-five (75) days after the Date of Entry of this Agreement. Any applicant who fails to return an Interest-in-Relief Form by the deadline shall be deemed to have waived any right to be considered for an award of Individual Relief under this Agreement, except for good cause as determined by the United States.
56. The submission date of each Interest-in-Relief Form shall be the date on which the form was e-mailed to the Claims Administrator, as determined by the e-mail date stamp, or the date on which the form was mailed to the Claims Administrator, as determined by the postmark. In the event the postmark is missing or illegible, the submission date of

the Interest-in-Relief Form shall be deemed to be five (5) days prior to the date the form was received by the Claims Administrator.

57. The Claims Administrator will assign a Claimant ID number to each individual who submits an Interest-in-Relief Form. No later than eighty-five (85) days after the Date of Entry of this Agreement, the Claims Administrator shall provide to the Parties with two copies of all Interest-in-Relief Forms received by the Claims Administrator: (i) one copy as received, with the Claimant ID number marked on each page of the form; and (ii) one copy with the Claimant ID number marked on each page of the form and with all personally identifying information redacted. Specifically, on this second redacted copy, the Claims Administrator will redact Claimants' names, social security numbers, dates of birth, addresses, telephone numbers, email addresses, signatures, and initials, as well as any other PII identified by the Parties. Copies of Interest-in-Relief Forms received by the Claims Administrator more than ten (10) days after the deadline for submission of claim forms will be provided to the Parties in the same format described above on a weekly rolling basis.

E. Determination of Claimants' Eligibility for Individual Relief

58. The United States will determine whether a Claimant is eligible for Individual Relief under this Agreement, subject to objection and Court approval process outlined below.
59. A Claimant is eligible for Back Pay Relief under this Agreement if: (i) the Claimant is African American; (ii) between January 2010 and April 27, 2019, the Claimant took and failed any of the Challenged Written Exams; and (iii) the Claimant met the minimum qualifications for employment that existed at the time the Claimant was disqualified by failure of any of the Challenged Written Exams. Claimants who are current

BCPD police officers or cadets who otherwise satisfy the requirements set forth in this Paragraph 59 will be eligible for Back Pay Relief.

60. A Claimant is eligible for Priority Hiring Relief under this Agreement if the Claimant satisfies the criteria in Paragraph 59(i-iii) and meets the minimum qualifications in effect and required of all police officer and cadet applicants at the time the Claimant is completing the County's screening and selection procedures. Claimants who are current BCPD police officers or cadets are not eligible for Priority Hiring Relief under this Agreement.
61. As of the date of the Parties' execution of this Agreement, the minimum qualifications for hire as an entry-level police officer or cadet with the BCPD remain the same as those in place since January 1, 2010 and are:
 - a. Police officer applicants must be age 21 upon graduating from BCPD's six-month police academy.
 - b. Police cadet applicants must be at least 18 years of age at the time of hire. They can apply at 17 1/2 years of age.
 - c. Both police officer and cadet applicants must not have:
 1. Felony convictions that are not expunged.
 2. Used marijuana within three years.
 3. Ever used heroin, PCP or LSD.

F. Back Pay Relief

62. The United States shall determine which Claimants are eligible for Back Pay Relief under Paragraph 59. In order to be eligible for Back Pay Relief, a Claimant need not express an interest in, or be eligible for, Priority Hiring Relief, or accept an offer of employment as an entry-level police officer or cadet in the BCPD.

63. The United States shall determine each eligible Claimant's back pay award exclusively from the Settlement Fund, such that awards from the Settlement Fund are distributed among all eligible Claimants who sought Back Pay Relief, taking into account when each Claimant was first disqualified by any of the Challenged Written Exams and the position for which they were eligible to be hired at the time they were first disqualified. The County's limit of liability for Back Pay Relief shall not be greater than the total sum of Two Million Dollars (\$2,000,000) deposited into the Settlement Fund, except as set forth in Paragraph 92.

G. Priority Hiring Relief

64. The United States shall determine each Claimant's eligibility to participate in the priority hiring selection process subject to Paragraph 60. Eligibility to participate in the priority hiring selection process does not ensure a Claimant will receive an offer of priority hire from the County. The County shall require any Claimant deemed eligible for Priority Hiring Relief to successfully complete the County's screening and selection procedures that are then in effect and required of all other entry-level police officer and cadet applicants.

H. Proposed Individual Relief Awards List

65. No later than one hundred twenty (120) days after the Date of Entry of this Agreement, the United States shall provide the County with a Proposed Individual Relief Awards List that identifies by Claimant ID number: all Claimants who timely returned an Interest-in-Relief Form (or who falls within a good cause exception); the type of relief each Claimant sought; what, if any, relief the United States finds the Claimant eligible for based on the Interest-in-Relief Forms received by the Claims Administrator and any

additional information submitted by the Claimant; if the United States finds the Claimant eligible for Back Pay Relief, the amount of Back Pay Relief that the United States has determined should be awarded to the Claimant; and, if the United States finds the Claimant ineligible for either type of relief sought, the reason for the United States' determination that the Claimant is not eligible for such relief.

66. No later than one hundred fifty (150) days after the Date of Entry of this Agreement, the County shall notify the United States in writing if it objects to any of the United States' determinations regarding eligibility for Priority Hiring Relief. The Parties shall attempt to resolve any objections submitted by the County to the United States' determinations.

VII. FAIRNESS HEARING ON INDIVIDUAL RELIEF

A. Filing of Proposed Individual Relief Awards Lists with the Court

67. No later than one hundred eighty (180) days after the Date of Entry of the Agreement, the United States shall file with the Court and serve upon the County the Proposed Individual Relief Awards List, incorporating adjustments agreed to by the Parties as described in Paragraph 66.
68. At the same time, the United States will also file the redacted Interest-in-Relief forms provided by the Claims Administrator to protect Claimants' privacy interests and personally identifiable information.

B. Fairness Hearing on Individual Relief

69. Upon filing the Proposed Individual Relief Awards List, the United States shall simultaneously move the Court to hold a Fairness Hearing on Individual Relief to allow the Court to determine whether the Proposed Individual Relief Awards List should be approved or amended. The Court will provide the Parties with at least one hundred and

twenty (120) days' notice of the date and time set for the Fairness Hearing on Individual Relief.

C. Notice of Preliminary Eligibility Determinations to Claimants

70. No later than ninety (90) days before the date set for the Fairness Hearing on Individual Relief, the Claims Administrator shall send to each Claimant who submitted an Interest-in-Relief Form via e-mail to the last-known e-mail address, if available, and via first-class U.S. mail to the last-known mailing address the following Notice of Individual Relief Fairness Hearing Documents:
- a. A cover letter, in the format attached in Appendix C, notifying the Claimant of the determinations regarding the Claimant's eligibility for Individual Relief under the Settlement Agreement, the reason(s) for any determination that the Claimant is ineligible for any particular form of requested relief, the Claimant's proposed back pay award as stated on the Proposed Individual Relief Awards List, if any; and the Fairness Hearing on Individual Relief;
 - b. Instructions for Filing an Objection to Individual Relief and an Objection Form, in the formats attached as Appendix C; and
 - c. A return envelope addressed to the Claims Administrator with postage pre-paid.
71. The Claims Administrator shall keep records of, and, if possible, shall re-send, all Notice of Individual Relief Fairness Hearing Documents returned as undeliverable by the same procedures described in Paragraph 21. The Claims Administrator's obligation to identify an updated electronic and/or postal mailing address and re-send the Notice of Individual Relief Fairness Hearing Documents will end fifty (50) days prior to the date set for the Fairness Hearing on Individual Relief.

D. Objecting to Individual Relief Determinations

72. A Claimant who wishes to object to the United States' determination regarding his or her Individual Relief must file a written objection as follows:
- a. Objections shall be submitted to the Claims Administrator by completing the objection form included in Appendix C; such objections shall state the Claimant's name, Claimant ID number, mailing address, telephone number, and e-mail address, if any; set forth a specific description of the Claimant's basis for disputing the relief determinations in the Proposed Individual Relief Awards List; include copies of all documentation supporting the objections; state the name, mailing and e-mail addresses, and telephone number of the Claimant's counsel, if any; and state whether the Claimant wishes the opportunity to be heard in Court at the Fairness Hearing on Individual Relief.
 - b. Objections submitted via mail must be postmarked no later than fifty (50) days prior to the date set for the Fairness Hearing on Individual Relief, and objections submitted via e-mail must be transmitted electronically no later than fifty (50) days prior to the date set for the Fairness Hearing on Individual Relief.
73. No later than forty-five (45) days prior to the Fairness Hearing on Individual Relief, and on a rolling weekly basis thereafter (if necessary), the Claims Administrator shall serve upon the Parties two copies of the objections it has received: (i) one copy as received by the Claimant and (ii) one copy with all personally identifiable information redacted. Specifically, for this second copy, the Claims Administrator will redact Claimants' names, addresses, telephone numbers, email addresses, signatures, and any other information identified by the Parties.

E. Filing Objections to Individual Relief

74. No later than ten (10) days prior to the Fairness Hearing on Individual Relief, the United States shall file with the Court copies of all redacted objections received by the Claims Administrator to protect the privacy interests of the Claimants and their personally identifiable information.
75. No later than ten (10) days prior to the Fairness Hearing on Individual Relief, the Parties shall file their responses, if any, to all objections. The Parties' responses will identify Claimants by Claimant ID number only and will not include any PII of the Claimants. In the County's filing, the County may also address its unresolved objections made pursuant to Paragraph 66 in response to any of the United States' eligibility determinations made pursuant to Paragraph 62, 63, and 64.
76. No later than the day of the Fairness Hearing on Individual Relief, the County shall provide the Claims Administrator and the United States with any and all withholding tax forms that the County will require Claimants to complete, as well as detailed instructions outlining what information must be included by Claimants on the withholding tax forms for them to be considered fully executed for purposes of processing payment to the Claimants.

F. Amendment to Preliminary Individual Relief Awards List

77. At or after the Fairness Hearing on Individual Relief, the Court shall determine which, if any, objections to the Proposed Individual Relief Awards List are well-founded. The Court shall then approve the list as submitted or, if the Court finds that any objections are well-founded, shall request that the Parties make any necessary adjustments to the list consistent with such findings.

78. The Court will find that an objection to Proposed Individual Relief Awards List, including an objection to the amount of Back Pay Relief to be awarded to a Claimant, is well-founded if the Court finds that the determination is not fair, adequate, and reasonable; or is otherwise inconsistent with the provisions of this Agreement or Title VII.

G. Approval of Final Individual Relief Awards List

79. If the Court determines that the Individual Relief awards are fair, adequate, and reasonable, the Court shall approve the Individual Relief Awards List as final (the “Final Individual Relief Awards List”) at or after the Fairness Hearing on Individual Relief.

VIII. EXECUTION OF INDIVIDUAL RELIEF

A. Notice of Individual Relief Awards and Acceptance and Release

80. No later than twenty (20) days after the Court approves the Final Individual Relief Awards List, either at or after the Fairness Hearing on Individual Relief, the Claims Administrator shall provide notice to each Claimant determined by the Court to be entitled to such relief.
81. The Claims Administrator shall send notice to each Claimant via e-mail to the last-known e-mail address, if available, and via first-class U.S. mail to the last-known mailing address. The notice shall include:
- a. The Notice of Individual Relief Award in the form set forth in Appendix D;
 - b. An Acceptance of Individual Relief Award and Release of Claims Form in the form set forth in Appendix E. If the Claimant is eligible for Priority Hiring Relief, this form will include a statement of the Claimant’s eligibility for such relief and a description of the Retroactive Seniority, vacation benefits, and hiring bonus the Claimant will receive if he or she is ultimately selected as a Priority Hire; and

- c. Any withholding tax forms necessary for the County to comply with its withholding obligations under law and Paragraph 91 of this Agreement, as well as the detailed instructions referenced in Paragraph 76 outlining what information must be included by Claimants on the withholding tax forms.
 - d. A return envelope addressed to the Claims Administrator with postage pre-paid.
82. The Claims Administrator shall keep records of, and, if possible, shall re-send, all notice documents described in Paragraph 81 that are returned as undeliverable by the same procedures described in Paragraph 21. The Claims Administrator's obligation to identify an updated electronic and/or postal mailing address and re-send all notice documents described in Paragraph 81 will end eighty (80) days after the Court approves the Final Individual Relief Awards List.

B. Acceptance of Individual Relief

83. To receive an award of Individual Relief, a Claimant must return to the Claims Administrator an Acceptance of Individual Relief Award and Release of Claims Form as set forth in Appendix E of this Agreement, along with any applicable withholding tax forms, no later than fifty (50) days after the Court approves the Final Individual Relief Awards List.
84. The submission date of each Acceptance of Individual Relief Award and Release of Claims Form shall be determined as described in Paragraph 56.
85. Within no more than five (5) business days of the Claims Administrator's receipt of an Acceptance of Individual Relief Award and Release of Claims Form and any applicable withholding tax forms, the Claims Administrator shall review the form(s) to determine whether it is fully executed with the information that is necessary to effectuate the Claimant's Individual Relief award.

- a. An Acceptance of Individual Relief Award and Release of Claims Form is fully executed if the Claimant completes all blanks that require a response as indicated by an asterisk on the form. A withholding tax form is fully executed based on whether it complies with the instructions provided to the Claims Administrator by the County pursuant to Paragraph 76.
 - b. If the form is not fully executed, within no more than five (5) business days of the Claims Administrator's receipt of an Acceptance of Individual Relief Award and Release of Claims Form and any applicable withholding tax forms, the Claims Administrator shall notify the Claimant via e-mail, mail, and by telephone, if a telephone number is available, that his/her form(s) was not fully executed, providing a clear explanation of how his or her form was deficient. The Claims Administrator will include any new forms as necessary in the mail and email notifications.
 - c. The Claims Administrator shall continue to conduct such review of all returned forms and to notify Claimants who submitted forms that were not fully executed until the deadline set forth in Paragraph 88.
86. The Claims Administrator shall forward to the Parties copies of all Acceptance of Individual Relief Award and Release of Claims Forms and withholding tax forms it receives from Claimants named in the Final Individual Relief Awards List on a rolling weekly basis, with all timely forms to be forwarded to the Parties no later than fifty-five (55) days after the Court approves the Final Individual Relief Award List.

87. No later than sixty-five (65) days after the Court approves the Final Individual Relief Awards List, the Claims Administrator shall provide the Parties with a list of all Claimants who submitted Acceptance of Individual Relief Award and Release of Claims Forms and withholding tax forms, identifying which Claimants submitted fully executed forms, as described in Paragraph 85, and which Claimants submitted forms that were not fully executed.
88. No later than eighty (80) days after the Court approves the Final Individual Relief Awards List, Claimants whose Acceptance of Individual Relief Award and Release of Claims Form and/or any applicable withholding tax forms were not fully executed must provide any missing information, and must return fully executed forms. A Claimant's failure to return fully-executed forms by this deadline, absent good cause as determined by the United States, shall constitute a rejection of the offer of Individual Relief and shall release the Parties from any further obligation under the Agreement to make an award of Individual Relief to the Claimant. No later than five (5) business days after this deadline, the Claims Administrator shall provide the Parties with all of the returned Acceptance of Individual Relief Award and Release of Claims Forms and any applicable withholding tax forms.
89. No later than ninety (90) days after the Court approves the Final Individual Relief Awards List, the Claims Administrator shall provide the Parties with an updated list of all of the Claimants who submitted Acceptance of Individual Relief Award and Release of Claims Forms and any applicable withholding tax forms, identifying which Claimants submitted fully-executed forms and which Claimants submitted forms that were not fully executed. If any Claimant listed on the Final Individual Relief Awards List

rejects a Back Pay Relief award, the United States shall reallocate that amount of Back Pay Relief to other Claimants who timely returned all forms required by Paragraph 83, in a way which preserves the relevant proportions of the Claimants' shares of the Settlement Fund as stated on the Final Individual Relief Awards List. Under no circumstances will the United States reallocate funds to Claimants in a way which would result in any Claimant receiving more than make-whole relief. No later than one hundred and five (105) days after the Court approves the Final Individual Relief Awards List, the United States shall provide the County and the Claims Administrator with an Amended Final Individual Relief Awards List. The Amended Final Individual Relief Awards List will identify whether each Claimant timely returned all forms required by Paragraph 83 and the amount of back pay award to be paid to each Claimant after accounting for the United States' reallocation. The Amended Final Individual Relief Awards List shall also identify each Claimant who is eligible for Priority Hiring Relief.

C. Issuance of Back Pay Award Checks by County

90. No later than one hundred thirty-five (135) days after approval of the Final Individual Relief Awards List or August 1, 2021, whichever date is later, the Claims Administrator shall mail via first-class U.S. mail with delivery tracking service a back pay award check to each Claimant listed on the Amended Final Individual Relief Awards List. The amount of the back pay award check shall be the amount shown for the Claimant on the Amended Final Individual Relief Awards List, less all appropriate taxes and other amounts withheld in accordance with Paragraph 91.
91. As directed by the County, the Claims Administrator shall withhold from each Claimant's back pay award the Claimant's portions of all federal, state, and local taxes, and

- any other amounts that are required to be withheld by law, including appropriate employee contributions to Medicare and the Social Security fund. The Claims Administrator shall be responsible for remitting the monetary sums and reporting such Claimant-side deductions and withholdings to the appropriate taxing authorities
92. The County shall be responsible for and will remit to the appropriate taxing authorities the County's portion of all payroll taxes applicable for any Back Pay Relief award paid to a Claimant, including the County/employer contributions to Medicare and the Social Security fund. The employer portion of such taxes shall not be deducted from any Claimant's Back Pay Relief award, and such amounts shall not be payable from the Settlement Fund.
93. The Claims Administrator shall keep records of, and, if possible, shall re-send, all back pay award checks returned as undeliverable by the same procedures described in Paragraph 21. The Claims Administrator's obligation to identify an updated electronic and/or postal mailing address and re-send back pay award checks will end two hundred (200) days after the Claims Administrator first mails the back pay award checks.
94. No later than fifteen (15) days after the Claims Administrator mails the back pay award checks, the Claims Administrator shall provide to the Parties a statement indicating the amount of the monetary payment made to each Claimant, the amounts withheld from each such back pay award check for taxes and other amounts required to be withheld by law, and the purpose of each such withholding.
95. No later than thirty (30) days after the Claims Administrator mails the back pay award checks, the Claims Administrator shall provide to the Parties a list of all Claimants whose back pay award payments are still outstanding. The list shall identify which

- Claimant's checks appear to have been delivered (no returned check) but have not been cashed, and which Claimant's checks have been returned to the Claims Administrator as undeliverable. The Claims Administrator shall also provide a statement of the amount of funds remaining in the Settlement Fund.
96. No later than thirty (30) days after the Claims Administrator mails the back pay award checks, the Claims Administrator shall e-mail and mail a letter to all Claimants whose back pay award payments are still outstanding to inform such Claimants that their awards may be redistributed or otherwise reallocated if they do not accept payment by a specified date one hundred eighty (180) days after issuance of the check.
97. No later than one hundred and forty (140) days after the Claims Administrator mails the back pay award checks, the Claims Administrator shall provide to the Parties an updated list of all Claimants whose back pay award payments are still outstanding. The updated list shall identify which Claimant's checks appear to have been delivered (no returned check) but have not been cashed, and which Claimant's checks have been returned to the Claims Administrator as undeliverable. The Claims Administrator shall also provide a statement of the amount of funds remaining in the Settlement Fund.
98. No later than one hundred and fifty (150) days after the Claims Administrator mails the back pay award checks, the Claims Administrator shall e-mail and mail a letter to all Claimants whose back pay award payments are still outstanding to provide such Claimants with final notice that their awards may be redistributed or otherwise reallocated if they do not accept payment by a specified date one hundred eighty (180) days after issuance of the check. The letter shall state that no further warnings regarding such distribution will be given.

99. No later than one hundred ninety (190) days after the Claims Administrator mails the back pay award checks, the Claims Administrator shall provide the Parties with a list of all Claimants whose back pay award checks were returned as undeliverable and/or uncashed, as well as a statement of the amount of funds remaining in the Settlement Fund.
100. No later than two hundred (200) days after the Claims Administrator mails the back pay award checks, the United States shall inform the County and the Claims Administrator either that: (1) the remaining funds should be reallocated among the other Claimants who are listed on the Amended Final Individual Relief Awards List in a manner designed to preserve the relative proportions of the Claimants' shares of the Settlement Fund, or (2) that reallocation is unnecessary because the United States determines either that remaining funds are de minimis or that all other Claimants listed on the Amended Final Relief Awards List have already received make-whole relief. Under no circumstances will the United States reallocate funds to Claimants in a way which would result in any Claimant receiving more than make-whole relief. If the United States determines that reallocation is unnecessary, any remaining funds should be returned to the County.

D. Priority Hiring Relief

101. From the Claimants on the Amended Final Individual Relief Awards List who are deemed eligible for Priority Hiring Relief, the County shall make up to, but no more than, twenty (20) Priority Hires. Subject to the terms and limitations in this Agreement, all individuals selected to be Priority Hires will receive (i) an award of Retroactive Seniority corresponding with the Claimant's retroactive seniority date for purposes of calculating an individual's the regular rate of pay (and any other types of pay calculated

- based on the regular rate), annual leave, vacation accrual after the Priority Hire's first year of employment, layoffs/reductions in work force, recall from layoffs/reduction in work force, assignments to specialized units (*e.g.*, Homicide), and transfers between precincts, as described in Paragraph 111; (ii) a hiring bonus in lieu of retroactive pension benefits as described in Paragraph 112; and (iii) vacation days granted upon graduation from the Academy as described in Paragraph 113.
102. To count as a Priority Hire under this Agreement, the person must be a Claimant who is eligible for Priority Hiring Relief as indicated by the Amended Final Individual Relief Awards List and who is hired by the County after receiving an offer of priority hire as defined by Paragraph 109. A Claimant is considered hired by the County when the Claimant begins his or her first day of paid employment in the BCPD Academy.
103. Nothing in this Agreement shall preclude any Claimant from applying for hire or being hired into the entry-level police officer or cadet position under any of the County's regular selection processes. However, hire of a Claimant under one of the County's regular selection processes, whether or not the hiring predated the Date of Entry of the Agreement, shall not be counted toward fulfillment of the County's priority hiring obligations under this Agreement. Hire of a Claimant under one of the County's regular selection processes shall not affect the Claimant's eligibility for Back Pay Relief under this Agreement. The County also may not refuse to select or hire a Claimant under one of its regular selection processes because the Claimant is eligible for Individual Relief under this Agreement.
104. The County's priority hiring obligation under this Agreement is satisfied when either (a) twenty (20) eligible Claimants from the Amended Final Individual Relief Awards

List have been hired, or (b) all eligible Claimants from the Amended Final Individual Relief Awards List have either been (i) hired as Priority Hires pursuant to the terms of this Agreement (ii) disqualified from hire in a manner consistent with the terms of this Agreement; (iii) rejected an offer of priority hire (including by failing to timely accept an offer of priority hire, absent good cause as determined by the United States), (iv) accepted an offer of priority hire but failed to appear to begin the BCPD Academy on the date scheduled without good cause as determined by the United States, (v) or have failed the post-offer medical or psychological examination, or other post-offer requirement regularly required of newly-hired police officers or police cadets.

i. **Selection Process**

105. To obtain an offer of priority hire, eligible Claimants must appear for and successfully complete the County's police officer and cadet screening and selection procedures that are then in effect and required of all other police officer and cadet applicants. The County must invite eligible Claimants to begin the selection process by providing them with notice (via mail and email if provided) of administration dates for the New Selection Device after the United States provides the County and the Claims Administrator with an Amended Final Individual Relief Awards List. The notice must: (i) identify the dates of all upcoming administrations of the New Selection Device that will occur within six months of the date the notice is mailed, (ii) be sent at least thirty (30) days prior to the earliest administration date of the New Selection Device identified in the notice, and (iii) be updated and re-sent if the County adds any additional test administration dates that will occur within six months of the original notice.

106. The County may propose disqualification of a Claimant from an offer of priority hire if: (a) the Claimant fails to take the New Selection Device agreed upon by the Parties pursuant to Section V.D. of this Agreement within six (6) months from the date that the Claimant was invited to take such selection device (after the United States provides the County with the Amended Final Individual Relief Awards List); or (b) the Claimant fails to continue with the next step in the selection process within one year of taking the New Selection Device. The County shall make reasonable efforts as with all other applicants to accommodate Claimants in scheduling the screening and selection procedures that are then in effect and required of all other police officer and cadet applicants.
107. If the County disqualifies any Claimant listed on the Amended Final Priority Hire Claimant List based on any part of its screening and selection process before fulfilling its priority hiring obligations under the Agreement, the County shall, within ten (10) days of making such determination, send the United States written notice of its determination, the basis of its determination, and any supporting documentation. If the United States disagrees with the County's determination to disqualify any Claimant, it shall notify the County in writing within ten (10) days of its receipt of the County's determination, and the Parties shall make a good faith effort to resolve the disagreement. If the Parties cannot resolve the disagreement, either Party may seek judicial resolution pursuant to the dispute resolution procedures set forth at Paragraph 122. In any proceedings regarding such a dispute as to whether a Claimant is properly disqualified from hire based on the screening and selection process, the County shall bear the burden of proving by a preponderance of the evidence that the Claimant is not presently

qualified pursuant to its screening and selection procedures that are then in effect and required of all other police officer and cadet applicants.

ii. Offer of Priority Hire

108. The County will provide the Claimant with a written offer of priority hire upon a Claimant's successful completion of the County's entry-level police officer and cadet screening and selection procedures that are then in effect, that are required of all other entry-level police officer and cadet applicants; provided that, if the offer of priority hire would lead to more than ten (10) Priority Hires being in the same BCPD Academy class, the County shall delay written offers of priority hire to additional individuals until the following Academy class. The County will endeavor to make offers of priority hire as early as possible upon a Claimant's successful completion of the County's entry-level police officer and cadet screening and selection procedures, so that if a Claimant rejects an offer of priority hire or does not timely respond to an offer of priority hire, the County will have sufficient time prior to the next BCPD Academy class to appoint ten (10) Priority Hires. The County will not make offers of priority hire within twenty-eight (28) days of the starting date of the Academy class to which the individual is being invited, unless the Parties mutually agree in writing otherwise.
109. The written offer of priority hire will be sent via first-class U.S. mail and email, and prominently indicate: (i) that the offer is an offer of priority hire being made pursuant to the Agreement; (ii) that, upon entry into the BCPD Academy, the Claimant will be entitled to Retroactive Seniority corresponding with the Claimant's retroactive seniority date as provided by this Agreement, as well as, subject to the terms of this Agreement, a hiring bonus and additional vacation days as provided by this Agreement; (iii) the specific starting salary that the County will provide upon entry into the BCPD

Academy and the retroactive seniority date used to calculate the other Retroactive Seniority benefits ; (iv) the amount of the hiring bonus and number of additional vacation days that the County will provide and when the County will provide those benefits; (v) the telephone number at which the Claimant may contact the County's Settlement Agreement Compliance Officer with any questions regarding the offer of priority hire; (vi) the date on which the Claimant will begin police academy training if the offer is accepted; (vii) that the Claimant has fourteen (14) days from the date on which the Claimant receives the written offer of priority hire to notify the County that the Claimant accepts the offer; and (viii) that the County will keep the Claimant's designation as a Priority Hire pursuant to this Agreement confidential and will not disclose the Claimant's designation as a Priority Hire in any document filed with the Court without a Court order permitting disclosure. On the date that such an offer of priority hire is provided to a Claimant, the County shall send a copy of the offer of priority hire to the United States.

110. If a Claimant fails to report to the BCPD Academy on the start date identified in the County's offer of priority hire, after accepting the County's offer, then except for good cause as determined by the Parties, the County's obligation to provide the offer to or make a priority hire of that Claimant ceases. However, such instances shall not constitute priority hiring under Paragraph 102 and shall not decrease the number of priority hires that the County must make under Paragraph 101.

iii. Retroactive Seniority to Claimants Hired

111. On the date on which a Claimant who is hired as a Priority Hire enters the BCPD Academy, the County shall credit the Claimant with a retroactive seniority date for purposes of calculating the regular rate of pay (and any other types of pay calculated based on

the regular rate), annual leave, accrual of vacation leave after the first year of employment, layoffs/reductions in work force, recall from layoffs/reduction in work force, assignments to specialized units (*e.g.*, Homicide), and transfers between precincts. The Parties agree that in considering assignments to specialized units, Retroactive Seniority will be used exactly as seniority is used in this process, pursuant to the Memorandum of Understanding Between the Baltimore County Administration and the Fraternal Order of Police, Lodge #4. As of the date of this Agreement, Section 13.3 of the MOU governs assignments to specialized units (though it refers to these assignments as “transfers”) and specifically states that seniority is used only when other specified factors are relatively equal. Claimants will not be granted retroactive seniority for purposes of scheduling the following: leave, personal time, vacation time, or days off from work of any type of nature. Retroactive Seniority will not be used to satisfy any applicable probationary periods or any time-in-grade minimums required to be eligible for promotions, assignments, or transfers. The retroactive seniority date credited to a Claimant will correspond to the date associated with the year in which the Claimant first took and failed any of the Challenged Written Exams, as outlined below.

Year Claimant First Took and Failed Any Challenged Written Exam	Retroactive Seniority Date
2010-2013	7/1/2015
2014	7/1/2016
2015	7/1/2016
2016	7/1/2017
2017	7/1/2018
2018	7/1/2019

2019	7/1/2020
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iv. **Hiring Bonus for Claimants Hired**

112. The County will pay a hiring bonus to each Claimant who is hired as a Priority Hire in lieu of retroactive pension benefits subject to the terms and limitations in this Agreement. The amount of the hiring bonus paid to each such Claimant will correspond to the year in which the Claimant first took and failed any of the Challenged Written Exams, as outlined below, subject to the condition that the Claimant is employed with the County on the date the hiring bonus obligation matures. For hiring bonus payments below \$10,000, the County will pay the hiring bonus to the Claimant in one lump sum four (4) months after the Claimant's successful completion of the BCPD Academy. For hiring bonus payments above \$10,000, the County will pay the hiring bonus to the Claimant in two installments: the County will pay fifty percent (50%) of the hiring bonus four (4) months after completion of the BCPD Academy, and the remaining fifty percent (50%) ten (10) months after completion of the BCPD Academy. For each payment, the hiring bonus matures the date that payment is due and owing and in the case of installment payments, matures in part, on the date each installment payment is due.

Year Claimant First Took and Failed Any Challenged Written Exam	Hiring Bonus
2010-2013	\$22,124.75
2014	\$22,124.75
2015	\$18,297.89
2016	\$14,353.69
2017	\$10,330.61
2018	\$6,227.08

2019	\$2,123.55
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v. **Vacation Benefits for Claimants Hired**

113. The County will grant a certain number of vacation days to each Claimant who is hired as a Priority Hire for their first year of employment. The number of vacation days granted to each such Claimant for their first year of employment will correspond to the year in which the Claimant first took and failed any of the Challenged Written Exams, as outlined below. Each such Claimant will receive these vacation days upon successful completion of the BCPD Academy.

Year Claimant First Took and Failed Any Challenged Written Exam	Vacation Days to Be Granted for First Year
2010-2013	19
2014	19
2015	19
2016	13
2017	13
2018	13
2019	13

vi. **County’s Reports to the United States on Claimants Hired**

114. No later than thirty (30) days after the beginning of any BCPD Academy class for which offers of priority hire are made, the County shall provide to the United States a written report identifying: (i) the name of each Claimant who was offered a priority hire position; (ii) whether each such Claimant accepted the offer of a priority hire position; (iii) whether each such Claimant began the BCPD Academy and was credited

with Retroactive Seniority; and (iv) for any Claimant who did not begin the BCPD Academy, a statement of the reason(s) that any Claimant was not hired, along with all available documentation relating to such reason(s).

115. No later than thirty (30) days after the completion of any BCPD Academy class for which offers of priority hire have been made, the County shall provide to the United States a written report identifying those Claimants who successfully completed academy training and those who did not successfully complete academy training. For Claimants who did not successfully complete academy training, the report shall include a statement of the reason(s) that the Claimant did not complete academy training, along with all available documentation relating to such reason(s). For those Claimants who successfully completed academy training, this report shall also confirm that vacation benefits were credited to the Claimant pursuant to Paragraph 113 and identify the number of vacation days credited to each such Claimant.
116. No later than eleven (11) months after the completion of any BCPD Academy class that includes Priority Hires, the County shall provide to the United States a written report identifying the hiring bonuses that have been paid to Priority Hires attending that particular BCPD Academy.

E. Confidentiality of Individual Relief

117. The Parties agree that they will keep confidential the names and personally identifiable information (“PII”) of any individual who seeks or receives relief under this Agreement, including, but not limited to, the identity of individuals designated as Priority Hires pursuant to this Agreement. The Parties will not file any document with the Court that identifies the name or other PII of any individual seeking or receiving relief under this Agreement absent a court order permitting disclosure.

IX. RECORD KEEPING AND COMPLIANCE MONITORING

118. While this Agreement remains in effect, the County shall maintain all of the following records:
- a. All applications for the entry-level police officer and cadet positions;
 - b. All documents relating to the screening, evaluation, or selection of applicants for the position of entry-level police officer and cadet, other than documents the County is contractually obligated to return to a test developer after use thereof;
 - c. All data and documents relating to the administration of any selection device adopted or utilized pursuant to this Agreement, including, but not limited to, the interim written examination and the New Selection Device;
 - d. All documents relating to written or verbal complaints made by any person or organization regarding (i) discrimination on the basis of African American race in the appointment of applicants to the entry-level police officer or cadet position; or (ii) retaliation prohibited by Paragraph 31 above;
 - e. All documents relating to the evaluation, selection, designation, and/or employment of Priority Hires under this Agreement; and
 - f. All other documents relating to the County's compliance with the requirements of this Agreement, including but not limited to documents relating to the payment or award of Individual Relief to any Claimant under this Agreement.
119. Except as otherwise provided in this Agreement, the County will make available to the United States, no later than thirty (30) days after the United States so requests in writing, any records maintained in accordance with Paragraph 118, and any additional documents relating to any dispute arising under the Agreement.

120. When possible, all records furnished to the United States shall be provided in a computer-readable format to be agreed upon by the Parties prior to production.
121. Within thirty (30) days after the United States so requests in writing, the County shall make available in Baltimore County for interview or deposition (at the United States' option) any agent, employee, or official of the County who the United States reasonably believes has knowledge or information necessary to verify the County's compliance with the terms of this Agreement or to resolve a dispute arising under this Agreement.

X. DISPUTE RESOLUTION

122. The Parties shall attempt in good faith to resolve informally any disputes that arise under this Agreement. If the Parties are unable to resolve the dispute expeditiously, either party may submit the disputed issue to the Court for resolution upon fifteen (15) days written notice to the other party, unless a different time period has been specified elsewhere in the Agreement.

XI. DURATION OF THE SETTLEMENT AGREEMENT

123. Provided there are no outstanding disputes being resolved pursuant to Paragraph 122, this Agreement shall be dissolved without further order of the Court upon the occurrence of the latest of the following three events:
 - a. Fulfillment of the Parties' obligations regarding General Injunctive Relief set forth in Paragraphs 33 through 47 of this Agreement;
 - b. Completion of the process regarding issuance of back pay award checks set forth in Paragraphs 90 through 100 of this Agreement; and
 - c. The passage of forty-five (45) days after the date the County provides the last of the reports and statements regarding Priority Hires required by Paragraphs 114, 115, and 116 of this Agreement. The Parties specifically agree that this

Agreement may dissolve pursuant to this Paragraph even if the County does not hire twenty (20) priority hires, provided that the County has satisfied the priority hiring obligations outlined in Paragraph 104.

124. Upon motion by the County, the Court may terminate any provision of the Agreement if the County demonstrates that it has fulfilled the obligations required by the provision.

XII. COSTS AND FEES

125. The County shall bear all of the costs incurred by the Claims Administrator in the implementation of the Agreement, including the cost of all notification and publication procedures required by this Agreement.
126. Other than the payment of costs pursuant to Paragraph 125, each party shall bear its own costs, and other expenses incurred as a result of obligations imposed by this Agreement.
127. Each party shall bear its own costs, attorneys' fees, and other expenses incurred in this litigation.
128. This Settlement Agreement does not require the County to pay fees, costs, or expenses other than those associated with the obligations set forth in this Agreement. Further, this Settlement Agreement does not entitle persons other than those listed in the Amended Final Individual Relief Awards List to individual relief based on the allegations made in the aforementioned Complaint filed in August 2019. Notwithstanding the foregoing, this Agreement does not guarantee that the County will not be subject to litigation initiated by third parties, even if the Agreement could serve as a defense to liability in such litigation. The Parties agree that this Agreement is final and binding as to the allegations raised in the United States' Complaint, and the United States agrees that, subject to the Court's approval of this Agreement, it will not file a separate lawsuit

re-asserting that the County's use of the Challenged Written Exams caused an unlawful disparate impact on African American police officer and police cadet applicants in violation of Title VII.

XIII. MISCELLANEOUS

129. The Court shall retain jurisdiction over this Agreement for the purpose of resolving any disputes or entering any orders that may be appropriate to implement the Agreement until the obligations set forth in Paragraph 123 have been met.
130. The Parties shall, at a minimum, meet bi-annually (in person or by telephone, at the option of the Parties) during the duration of the Agreement to discuss any issues relevant to implementation of the Agreement. Six months after the Fairness Hearing on Individual Relief, and every six months thereafter for the duration of the Agreement, the Parties shall file a status report with the Court. The status report will identify the settlement implementation obligations that have been fulfilled in the prior six months.
131. If there is any conflict between this Agreement and the requirements of any state or local law or regulation, Federal law and the terms of this Agreement shall control.
132. This Agreement constitutes the entire agreement of the Parties, and supersedes all prior agreements, representations, negotiations, and undertakings not set forth or incorporated herein.
133. The Parties agree that the text of this Agreement will control, not the document headings or titles.
134. Unless the parties have agreed in writing otherwise, all written information and documents required to be delivered under this Agreement to the United States by the County shall be sent via electronic mail to the attorneys of record on this case. To the extent documents are too large to transmit via electronic mail, the County should consult with

- the United States at least seven (7) business days prior to the relevant deadline to discuss an alternate form of delivery.
135. Unless the parties have agreed in writing otherwise, all written information and documents required to be delivered under this Agreement to the County by the United States shall be sent via electronic mail to the attorneys of record on this case. To the extent documents are too large to transmit via electronic mail, the United States should consult with the County at least seven (7) business days prior to the relevant deadline to discuss an alternate form of delivery.
136. If any provision of this Agreement is found to be unlawful, only the specific provision in question shall be affected, and the other provisions will remain in full force and effect.
137. Final entry of this Agreement constitutes the entry of final judgment within the meaning of Rule 54 of the Federal Rules of Civil Procedure as to all claims asserted in this action.

It is so ORDERED, this ____ day of _____, 2021.

JUDGE CATHERINE C. BLAKE
UNITED STATES DISTRICT JUDGE

CONSENTED TO BY:

FOR PLAINTIFF UNITED STATES OF AMERICA:

BY:

ERIC S. DREIBAND
Assistant Attorney General

DELORA L. KENNEBREW
Chief

MEREDITH L. BURRELL
Deputy Chief

/s/ Kathleen O. Lawrence
KATHLEEN O. LAWRENCE

10/30/20
DATE


/s/ Ejaz. H. Baluch, Jr.
EJAZ H. BALUCH, JR.

10/30/20
DATE

Trial Attorneys
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Employment Litigation Section
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Washington, DC 20002
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FOR DEFENDANT BALTIMORE COUNTY, MARYLAND:

BY:


STACY L. RODGERS
County Administrative Officer

10/27/2020
DATE


Signed in the presence of:


Witness Signature

10/27/2020
DATE

Leslie Wigfield
Witness Name (Printed)

Reviewed and Approved for Form and Legal Sufficiency:


JAMES R. BENJAMIN, JR.
County Attorney
Baltimore County Office of Law
400 Washington Avenue
Towson, MD 21204
Telephone: 410-887-4420

October 27, 2020
DATE

