

**BEFORE THE  
MERIT SYSTEM PROTECTION BOARD  
FOR  
MONTGOMERY COUNTY, MARYLAND**

**IN THE MATTER OF**

**[REDACTED],**

**APPELLANT,**

**AND**

**MONTGOMERY COUNTY  
GOVERNMENT,**

**EMPLOYER**

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**CASE NO. 18-29**

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**ORDER ACCEPTING SETTLEMENT AGREEMENT**

On May 16, 2018, Appellant filed the above captioned appeal with the Merit System Protection Board (MSPB or Board). The appeal pertains to Appellant’s dismissal from his position with the Montgomery County Department of General Services. A pre-hearing conference scheduled for October 17, 2018, was postponed at the request of the parties to permit them to complete settlement negotiations. On June 10, 2019, the County notified the Board by email that the parties had reached an agreement. The parties have filed a fully executed settlement agreement with the Board resolving the appeal. Pursuant to Montgomery County Personnel Regulations (MCPR), § 35-15(b), the MSPB retains jurisdiction to interpret and enforce the terms of the settlement agreement.

The Board finds that it has jurisdiction to accept the settlement agreement into the record. MCPR § 35-15; MSPB Case No. 17-12 (2017); MSPB Case No. 16-10 (2016); MSPB Case No. 15-24 (2015). *Cf., Pleshaw v. OPM*, 98 M.S.P.R. 478, 480 (2005). The Board has reviewed the settlement agreement carefully and notes that the settlement agreement is lawful on its face, that Appellant is represented by counsel, and that the agreement was freely entered into by the parties. *Id.; McGann v. Department of Housing and Urban Development*, 56 M.S.P.R. 17, 18 (1992). Therefore, the Board agrees to accept the settlement agreement into the record.

Accordingly, the Board hereby **ORDERS:**

Order Accepting Settlement

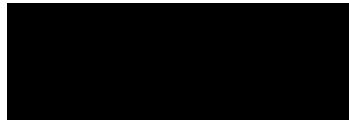
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1. That the settlement agreement filed by the parties in this matter be entered into the Board's records;
2. That within 30 calendar days of this Order the County provide the Board with written certification, copied to Appellant, that it has fully implemented the terms of the settlement agreement;
3. That the appeal in Case No. 18-29 be and hereby is **DISMISSED**, with prejudice, as settled;
4. That the Board will retain jurisdiction over any disputes that arise concerning the interpretation or enforcement of the settlement agreement.

For the Board

June 18, 2019



Michael J. Kator

Chair