

**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. 19-18

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ORDER ACCEPTING SETTLEMENT AGREEMENT

On January 29, 2019, Appellant filed the above captioned appeal with the Merit System Protection Board (MSPB or Board). The appeal pertains to Appellant’s demotion with a reduction in pay. On April 15, 2019, the County notified the Board that the parties had reached an agreement. On May 6, 2019, the parties 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.

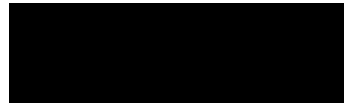
The Board finds that it has jurisdiction to accept the settlement agreement into the record. MCPR § 35-15; MSPB Case No. 17-12 (2017); MSPB Case No. 16-10 (2016); MSPB Case No. 15-24 (2015). *Cf., Pleshaw v. OPM*, 98 M.S.P.R. 478, 480 (2005).

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**:

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 Appellant will file with the Board a notice indicating that she wishes to withdraw her appeal in Case No. 19-18;
3. That within 45 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 regarding rescinding the discipline against Appellant and removal of documents from the files;
4. That within 15 work days after the County has complied with the terms of the agreement regarding Appellant's upgrade, backpay, and payment of attorneys' fees it shall provide certifications to the Board;
5. That the appeal in Case No. 19-18 be and hereby is **DISMISSED** as settled;
6. That the Board will retain jurisdiction over any disputes that arise concerning the interpretation or enforcement of the settlement agreement.

For the Board
May 8, 2019



Michael J. Kator
Chair