

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "Agreement") is made by and between THE CITY OF NEW HAVEN BOARD OF EDUCATION and the CITY OF NEW HAVEN (collectively the "BOARD") and PAULA LANGLOIS as follows:

WHEREAS, LANGLOIS is employed by THE BOARD as a teacher at the Fair Haven K-8 School; and

WHEREAS, on or about April 19, 2016 LANGLOIS filed a complaint with the Connecticut Commission of Human Rights & Opportunities ("CHRO"), CIRO No. 1630517; and

WHEREAS, on or about September 23, 2016, LANGLOIS received a right to sue letter from the CIRO;

WHEREAS, by way of Writ, Summons and Complaint dated December 21, 2016 (the "Complaint"), LANGLOIS commenced a civil lawsuit in the State of Connecticut Superior Court for the Judicial District of New Haven at New Haven;

WHEREAS, THE BOARD thereafter filed a response denying all relevant allegations set forth in LANGLOIS' Complaint; and

WHEREAS, THE BOARD and LANGLOIS now wish to resolve, compromise and finally settle on an amicable basis any and all claims and potential claims LANGLOIS may have related to employment with THE BOARD;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, THE BOARD and LANGLOIS agree in full and final settlement of all claims, as follows:

1. THE BOARD shall pay to LANGLOIS the amount of THREE HUNDRED NINETY THOUSAND DOLLARS (\$390,000.00) (the "Settlement Amount"), which amount shall be payable in the following installments, the dates of which are as follows:
 - a. One check payable on or before April 15, 2019 to LANGLOIS' Counsel, "Garrison, Levin-Epstein, Fitzgerald & Pirrotti, P.C." in the gross amount of \$132,455.24 (one hundred thirty-two thousand, four hundred fifty-five and 24/100 dollars), from which no withholdings will be taken, for which an IRS Form 1099 will be issued at the appropriate time;
 - b. One check payable on or before April 15, 2019 to LANGLOIS in the gross amount of \$15,000.00 (fifteen-thousand and 00/100 dollars), for claimed work related stress that caused exacerbation of physical sickness and/or physical injuries associated with LANGLOIS' multiple sclerosis, from which no withholdings will be taken;
 - c. One check payable on or before July 30, 2019 to LANGLOIS in the gross amount of \$142,544.76 (one hundred forty-two thousand, five hundred forty-four and 76/100 dollars), for claimed work related stress that caused exacerbation of physical sickness and/or physical injuries associated with LANGLOIS' multiple sclerosis, from which no withholdings will be taken;

- d. One check payable on or before July 30, 2020 to LANGLOIS in the gross amount of \$100,000.00 (one hundred thousand and 00/100 dollars), for claimed work related stress that caused exacerbation of physical sickness and/or physical injuries associated with LANGLOIS' multiple sclerosis, from which no withholdings will be taken;
2. LANGLOIS will remain a teacher at the Fair Haven K-8 School (located at 164 Grand Avenue, New Haven, CT). This Agreement will have no effect on her continued employment with Fair Haven K-8 School and/or the terms and conditions of her employment.
 3. Upon retirement, at a time in the future to be determined by LANGLOIS, the BOARD will provide all documents required of Board by the State of Connecticut Teachers' Retirement Board and will not oppose LANGLOIS'S application for Disability Allowance through the Connecticut Teachers' Retirement Board
 4. The BOARD will make the following reasonable accommodations, the dates of which are as follows:
 - a. Beginning immediately, the BOARD, through its employees and representatives, will use its best efforts to notify staff and faculty of the Fair Haven K-8 School, via written communication, as soon as reasonably possible of scheduled maintenance affecting access to the handicap accessible doors, elevators, parking spaces or curb ramps at the Fair Haven K-8 School.
 - b. Effective immediately, the BOARD will provide LANGLOIS with keycard access to the Fair Haven K-8 School handicap accessible door, located at the front of the building, from 6:00 am to 10:00 pm, Monday through Friday from August 15 to July 1, during the remaining term of her employment.
 - c. By April 15, 2019, the BOARD will (1) Post, in the form of a paper sign affixed to the door and/or glass at each entrance way to the Fair Haven K-8 School and (2) E-mail staff and faculty at the Fair Haven K-8 School the following:
 - i. Parking in cross hatches or access aisles next to handicap parking spaces or blocking handicap accessible curb ramps is STRICTLY PROHIBITED. All violators will be towed at the owner's expense.
 - d. By April 15, 2019, the BOARD will ensure all handicap parking spaces at the Fair Haven K-8 School are compliant with the Department of Justice's 2010 Americans with Disabilities Act Standards for Accessible Design. In the event weather conditions cause any of aspect of the compliance with ADA standards to not be met by April 1, 2019, counsel for the Board will notify Langlois' counsel of the same and the Board will be permitted reasonable time and opportunity to bring handicap spaces into compliance.

- e. By April 15, 2019, the BOARD will repair the existing curb ramp at Fair Haven K-8 School, including, but not limited to the length, width and pitch of the ramp, providing parking lot access to the walkway at the front of the Fair Haven K-8 School to be compliant with the Department of Justice's 2010 Americans with Disabilities Act Standards for Accessible Design.
 - f. By April 15, 2019, the BOARD will repair the handicap accessible door, located at the front of the building at the Fair Haven K-8 School to comply with the Department of Justice's 2010 Americans with Disabilities Act Standards for Accessible Design and will repair the kickplate at the base of the door.
5. This Agreement and the payment of the Settlement Amount shall be expressly conditioned upon the Agreement being approved by the BOARD pursuant to all relevant bylaw provisions and/or provisions of the Charter of the City of New Haven.
 6. In the event of LANGLOIS's death before final payment by July 5, 2020, the Settlement Amount shall be paid to LANGLOIS'S estate, agents, assigns, heirs, executors or administrators. During LANGLOIS's natural life, the Settlement Amount cannot be assigned. Under no circumstances shall the payments be accelerated.
 7. The Settlement Amount does not represent lost wages or damages for economic loss.
 8. LANGLOIS acknowledges that she would not be entitled to the payments or benefits in this Agreement if she did not enter into this Agreement.
 9. In exchange for the promises and covenants made by THE BOARD and LANGLOIS, LANGLOIS on behalf of herself and her heirs, executors, administrators and assigns, hereby releases and forever discharges THE BOARD, all past and current directors, officers, employees, representatives, agents, parent and subsidiary entities, and insurers, of THE BOARD (collectively referred to herein as "the Released Parties") from any and all claims, causes of action, losses, charges, complaints, liability, damages, punitive damages, fees (including without limitation attorney's fees), costs and expenses of any nature or kind whatsoever, whether now known or unknown, arising out of, caused by or related to any act or omission of any of the Released Parties up through the date that this Agreement and Release is signed by her. This release includes, without limitation, any and all claims alleged in the above-referenced CHRO complaint, all claims under the Age Discrimination in Employment Act (ADEA), Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Rehabilitation Act of 1973, the Family Medical Leave Act (FMLA), the federal Fair Labor Standards Act (FLSA), the Connecticut Fair Employment Practices Act, the Connecticut Whistleblowers Act (Conn. Gen. Stat. §31-51m), Connecticut General Statute § 31-51q prohibiting discipline or discharge on account of employee's exercise of certain constitutional rights, the provisions of the Connecticut General Statutes concerning the payment of wages (Conn. Gen. Stat. §§31-58 *et seq.*, and Conn. Gen. Stat. §§31-70 *et seq.*), and all claims for salary and other compensation or benefits, common law claims for constructive discharge, tort (including but not limited to defamation, fraud, intentional or negligent misrepresentation,

negligence, negligent infliction of emotional distress), breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, grievances and any and all other federal, state or local law in any way related to LANGLOIS'S employment by THE BOARD as teacher, except as noted below.

10. THE BOARD acknowledges that LANGLOIS has a pending claim under the Workers' Compensation Act, Conn. Gen. Stat. §31-275, et seq., arising out of injuries allegedly sustained on or about December 13, 2017. LANGLOIS does not release these claims relative to her December 13, 2017 date of injury by signing this Agreement. LANGLOIS affirms that she has no other pending claim under the Workers' Compensation Act, Conn. Gen. Stat. §§ 31-275 et seq.
11. LANGLOIS acknowledges that by signing this Agreement, she understands that she has waived all rights to bring or maintain a lawsuit or to file, pursue or make any legal claim whatsoever against THE BOARD, or any other Released Party based on any act or omission of any Released Party through the date that she signs this Agreement, except as excluded above.
12. LANGLOIS represents that except for the matters referred to herein, there is no pending grievance, action, complaint, charge or claim against any of the Released Parties filed by her or on her behalf in any forum, whether judicial, administrative or otherwise.
13. The parties have considered Medicare's interests in this settlement and have determined that an allocation for future Medicare covered expenses is not required based upon the following factors: Langlois affirms that she does not receive treatment through Medicare, she is less than 62.5 years old and she does not have any expectation of becoming a Medicare Beneficiary within thirty months of this settlement.
14. Langlois acknowledges that in the event she becomes a Medicare Beneficiary within thirty (30) months of this settlement that CMS may require that she expend up to the amount of the settlement to pay for injury related medical care, treatment, or expense before Medicare will provide coverage for any such expense associated with her alleged injuries. Plaintiff is not aware of any Medicare liens.
15. Upon signing this Agreement, LANGLOIS will promptly withdraw her Complaint, or take the steps necessary for it to be so withdrawn. LANGLOIS understands and agrees that she is waiving all rights and remedies in connection with her Complaint.
16. Neither the negotiation of, the entering into, nor the payment under this Agreement shall constitute or in any way be construed as an admission that any of the Released Parties discriminated against LANGLOIS or otherwise violated her rights.
17. LANGLOIS represents that she understands the meaning and effect of this Agreement, that she is fully competent to enter into it, and that she is doing so knowingly and voluntarily without coercion or duress.

18. LANGLOIS acknowledges that:

- a. she has had a sufficient opportunity to consider this Agreement;
- b. she has read this entire Agreement including the full release of claims and fully understands its terms;
- c. she was advised to consult with an attorney prior to signing this Agreement and has had an opportunity to review this Agreement with an attorney;
- d. she is voluntarily entering into this Agreement knowingly of her own free will and without undue influence or stress;
- e. she has been given a period of twenty-one (21) days to consider this Agreement. If she signs this Agreement prior to the expiration of the twenty-one (21) days, she agrees that she is doing so voluntarily and of her own free will.

19. This Agreement shall not become effective or enforceable until seven (7) days following its execution by LANGLOIS. Prior to the end of this seven (7) day period, LANGLOIS may revoke assent to this Agreement. LANGLOIS agrees that for the revocation of this Agreement to be effective it must be received by Ryan P. Driscoll, Esq., 75 Broad St., Milford, Connecticut, not later than the close of business at the end of the seven (7) day revocation period.

20. THE BOARD and LANGLOIS agree that they will not make any disparaging, negative, false or misleading statements concerning or referring to the other (including for the purposes of the BOARD, its employees, agents or representatives) at any time, oral or written (including in any electronic form), to any other person or entity regarding this matter.

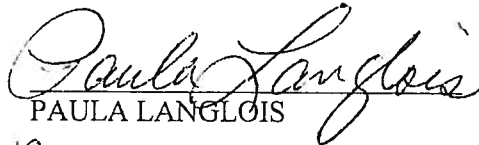
21. Within thirty days of the first installment of the Settlement Amount paid to LANGLOIS, the BOARD will destroy all medical records pertaining to LANGLOIS' claim against it in this matter; to wit, the medical records produced to defense counsel from Dr. Peter Wade, Dr. Robert Krug and William Boylin, Ph.D. and will provide written confirmation of the destroyed medical records to her attorney, Amanda M. DeMatteis via email at adematteis@garrisonlaw.com. Langlois understands that the City possesses medical records relative to her workers' compensation claim, which is still pending and must be preserved. It is further understood that this provision applies to the Board and its employees, but does not apply to the materials in the possession of the City of New Haven Corporation Counsel's Office or its individual attorneys.

22. This Agreement shall be construed in accordance with the laws of the State of Connecticut.

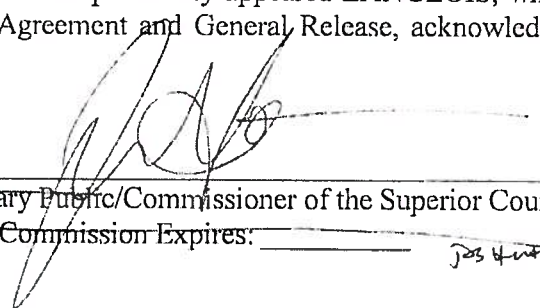
23. This Agreement constitutes the complete understanding between the parties and cannot be modified except by a writing signed by both parties.

24. This Agreement may be executed separately, in separate counterparts, and each execution shall be valid and binding just as if all of the parties had signed the same original.


IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this Agreement.


PAULA LANGLOIS

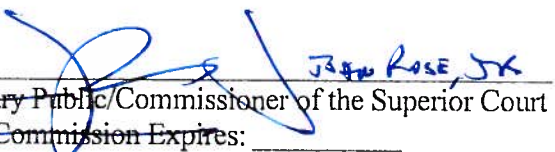
On this 29th day of ~~December~~ ^{March}, 2018, ²⁰¹⁹, before me personally appeared LANGLOIS, who in my presence executed the foregoing Settlement Agreement and General Release, acknowledging such execution to be her free act and deed.


Notary Public/Commissioner of the Superior Court
My Commission Expires: _____ *Just that goes on here*

THE CITY OF NEW HAVEN BOARD OF
EDUCATION and the CITY OF NEW HAVEN

By: 
Toni Harp.
Mayor

On this 22 day of ~~December~~ ^{April}, 2018, ²⁰¹⁹, before me personally appeared, Toni N. Harp, Mayor, who in my presence executed the foregoing Agreement and General Release, acknowledging such execution to be her free act and deed on behalf of THE BOARD.


Notary Public/Commissioner of the Superior Court
My Commission Expires: _____ *Jesse Rose, Jr*