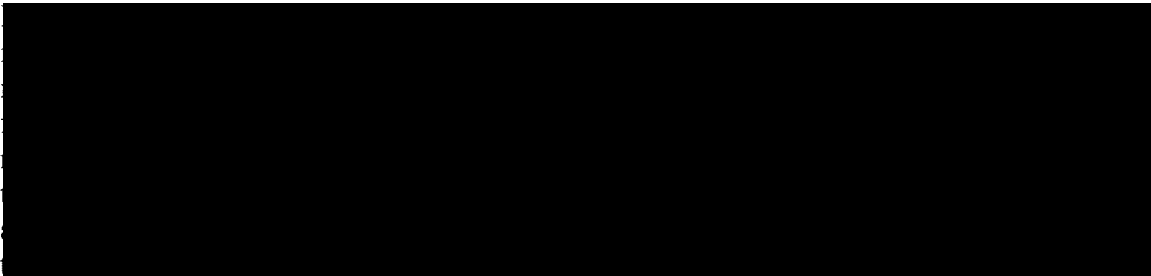



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SETTLEMENT AGREEMENT AND RELEASE

This is a Settlement Agreement and Release (hereinafter "Agreement") by and between Montgomery County Public Schools, a system of public schools operated by the Board of Education of Montgomery County (hereinafter "MCPS"), and Mr. Sawinder Singh, on behalf of himself and his heirs, successors, executors, assigns, representatives, and agents (hereinafter, Mr. Singh). Because MCPS and Mr. Singh (collectively, the "Parties") wish to reach a full and final settlement of any and all claims and liabilities concerning discrimination, harassment and/or retaliation against Mr. Singh by MCPS students and staff, and which arose on or before the date of this Agreement, the following Agreement has been reached by and between the Parties:

1. 
2. MCPS agrees to administratively place Mr. Singh at the Shady Grove South Depot as a bus route supervisor effective July 1, 2019.
3. MCPS agrees to assign Mr. Singh a mentor and establish the terms of the mentor/mentee relationship in collaboration with Mr. Singh. MCPS further agrees to follow up with the list of preferred mentors Mr. Singh has already provided, through counsel, to determine whether they are willing to serve in such a capacity or to identify other candidates if they are unwilling or unable to serve in that capacity. Any proposed replacement mentors will then be forwarded to Mr. Singh for his approval, and this exchange of proposed mentor names will repeat at least three (3) more times until a willing mentor acceptable to Mr. Singh and MCPS is identified. Within thirty (30) days of the mentor being identified, Mr. Singh,  Mr. Singh's mentor and the mentor's immediate supervisor will schedule a meeting to discuss and document the parameters of their mentoring relationship.
4. MCPS agrees to establish a project team comprised of, at least, two MCPS administrators (one from the Equity Initiatives Unit and one from the Compliance Unit) to review and consider the Sikh Coalition's and/or Public Justice's proposed changes or additions to current training initiatives and staff and student feedback on school and workplace climate, with a goal of enhancing such initiatives with interactive training and real-life examples to create awareness, including Sikh awareness. Within 60 days of the execution of this agreement, the Sikh Coalition and/or Public Justice will submit a formal proposal to the working group. Within 60 days of receipt of the written proposal from the Sikh Coalition and/or Public Justice, MCPS will provide a draft of any enhancements or additions proposed in response. Thereafter, the Sikh Coalition and/or Public Justice will have the opportunity to provide additional feedback in writing, within 60 days, which MCPS will consider before finalizing any enhancements or

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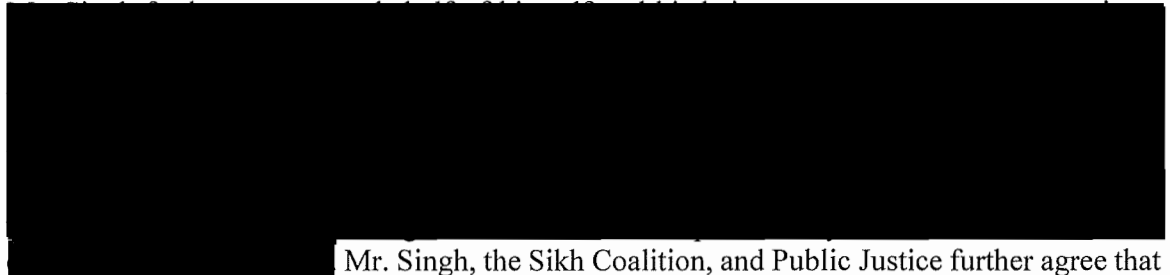
additions.

5. It is expressly stipulated that this Agreement is the compromise of disputed claims, and that MCPS' agreement to the terms herein and execution of this Agreement is not to be construed as an admission of liability on the part of MCPS, which expressly denies liability.
6. Beginning on the date of execution of this Agreement, Mr. Singh agrees to handle and report allegations of offensive or disrespectful behavior, and MCPS agrees to respond to any such reports, in accordance with the protocol attached as Exhibit A.
7. Mr. Singh, on behalf of himself and his heirs, successors, executors, assigns, representatives, and agents, will, and hereby does, release MCPS and any of its officers, successors, executors, assigns, representatives, agents, servants and employees from any and all claims, actions, causes of action, damages of any kind, known or unknown, whatsoever which Mr. Singh now has, has had, or may have, in any way arising from or relating to any act, occurrence, or transaction related to his claim of employment discrimination against MCPS on or before the date of this Agreement. **THIS IS A GENERAL RELEASE.** It includes, but is not limited to, any claim of employment discrimination, retaliation and/or harassment arising under the Americans With Disabilities Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, Title VII of the Civil Rights Acts of 1964 and 1991, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, Maryland State Government Article § 20-602, Chapter 27 of the Montgomery County Code, and any other constitution, law, statute, regulation or ordinance prohibiting employment discrimination
8. This Agreement expresses a full and complete **SETTLEMENT** of all liability claimed or which could have been claimed and denied, regarding discrimination, harassment and/or retaliation against Mr. Singh by MCPS students and staff, and involving events that occurred on or before the date of this Agreement, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
9. Mr. Singh, on behalf of himself and his heirs, successors, executors, assigns, representatives and agents, agrees not to make or file any [REDACTED], complaints, or other proceedings against MCPS or any of its officers, successors, executors, assigns, representatives, agents, servants, and employees concerning discrimination, harassment and/or retaliation against Mr. Singh by MCPS students and staff, and involving events that occurred on or before the date of this Agreement. To the extent that Mr. Singh has a non-waivable right to file or participate in a claim or charge, this Agreement shall not be intended to waive such a right to file or participate. Mr. Singh agrees, however, that he shall not obtain, and hereby waives any right or entitlement to obtain, any relief or damages from such a non-waivable claim or charge.
10. Mr. Singh, on behalf of himself and his heirs, successors, executors, assigns, representatives and agents, further understands and agrees that this release applies to any and all claims, past, present, and future, which he may have against MCPS or any of its officers, successors,

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executors, assigns, representatives, agents, servants, and employees for attorneys' fees concerning discrimination, harassment and/or retaliation against Mr. Singh by MCPS students and staff, and which arose on or before the date of this Agreement.

11.




Mr. Singh, the Sikh Coalition, and Public Justice further agree that any affirmative release of information pertaining to allegations of discrimination, harassment and/or retaliation against Mr. Singh by MCPS students and staff will: factually portray the timeline of events leading up to this settlement to the best of their knowledge, will focus on the collaboration between the Parties around improvements to MCPS' diversity and cultural awareness training resulting from Mr. Singh's allegations and reports of harassment, including Sikh awareness; will acknowledge MCPS' proactive response to Mr. Singh's concerns and reports of harassment through the Parties' discussions; [REDACTED]; [REDACTED]; will not identify any individual MCPS schools, students, or personnel; and will factually portray MCPS' notice of Mr. Singh's harassment and/or discrimination claims, and MCPS' response to Mr. Singh's work conditions to the best of their knowledge. To the extent practicable, Mr. Singh, the Sikh Coalition, and Public Justice will also follow the principles described above when responding to any questions and requests for additional information pertaining to allegations of discrimination, harassment and/or retaliation against Mr. Singh by MCPS students and staff. Mr. Singh, the Sikh Coalition and Public Justice further agree not to make any oral or written statement intended for, or which could reasonably be expected to result in, general publication, distribution or disclosure, regarding this Agreement or the underlying allegations of discrimination, harassment, and/or retaliation against Mr. Singh without notifying MCPS, except to the extent required by law or to communicate the fact of the settlement to their respective Boards of Directors. Mr. Singh, the Sikh Coalition and Public Justice agree that any such written statement will be provided to MCPS at least 24 hours before its distribution or disclosure along with the contact information of the news outlet, and that MCPS be notified as soon as practicable before any such oral statement is made.

12. Mr. Singh acknowledges that he had the opportunity to seek counsel of his own choosing, that he has carefully read this Agreement with his counsel, that he understands all of its terms, that he has had a reasonable amount of time to consider his decision to sign it, and that he enters into this Agreement voluntarily, of his own free will, without any duress, and with knowledge of its meaning and effect.
13. The Parties agree that this Agreement contains and comprises the entire Agreement and understanding of the Parties and is effective upon the signature of all Parties below. There are no additional promises or terms of the Agreement between the Parties other than those contained herein.


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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN THE STATE OF MARYLAND UPON THE DATE INDICATED BELOW:




Dr. Andrew M. Zuckerman
Chief Operative Officer,
Montgomery County Public Schools

5/22/19
Date




Sawinder Singh

5/20/19
Date




Amrith Kaur
Legal Director, The Sikh Coalition
Counsel for Mr. Singh

5/20/19
Date



Karla Gilbride
Cartwright-Barron Staff Attorney, Public Justice
Counsel for Mr. Singh

5/20/19
Date



Natalia Ahn
Assistant General Counsel,
Montgomery County Public Schools

5/21/19
Date