

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE
EARL WEBSTER

This Settlement Agreement and Full and Final Release (hereinafter "Agreement") is made, effective this ____ day of _____ 2005, between **Earl Webster** (hereinafter "Mr. Webster") and **The School Board of Palm Beach County** ("School District") (hereinafter collectively referred to as "Parties").

WHEREAS, Mr. Webster was employed by the School District as a Custodian;

WHEREAS, while employed with the School District, Mr. Webster allegedly was subjected to a hostile work environment

WHEREAS, Mr. Webster filed a Charge of Discrimination with the Office of Equal Employment Opportunities.

WHEREAS, the Parties desire an amicable and full resolution of Mr. Webster's claims and of the administrative proceeding that is in the best interests of the School District;

WHEREAS, Mr. Webster agrees that this Agreement resolves and waives all potential or real claims he may have against the School District in any legal forum or otherwise with the exception of any open and pending workers' compensation claims;

NOW, THEREFORE, in consideration of the following covenants and promises, the undersigned Parties to this Agreement intend to be legally bound and agree as more specifically set forth below:

TERMS

1. All of the above statements are true and correct to the best of the Parties' knowledge and belief.
2. Mr. Webster understands that this Agreement does not become final or binding until approved by the School Board of Palm Beach County, Florida at a regularly scheduled Board meeting.
3. Mr. Webster will immediately provide the School District with a fully executed original of this Agreement.
4. Mr. Webster, being of lawful age, and for consideration received from or on behalf of the School District, unconditionally and irrevocably agrees to release, acquit, satisfy and forever discharge the School District, the elected members of the School Board, the Superintendent of Schools, the General Counsel, and attorneys providing district representation, each and every one of the School District's former and current officers, agents, attorneys, employees and officials (whether elected or appointed) -- in both their official capacities and as individuals -- and their successors and assigns, (hereinafter

collectively referred to as “The School District”), from any and all manners of action and actions, cause and causes of action, grievances, suits, debts, dues, sums of money, wages, accounts, commissions, bonuses, reckonings, benefits, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, unfair labor practice charges, grievances, claims of employment discrimination, claims of retaliation, any tort claim(s), any and all anticipated or possible litigation, any claims under the Public Employees Relations Act, any claims under Title VII of the Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991, any claims under Sections 1981 through 1988 of Title 42 of the United States Code, any claims under the Americans with Disabilities Act, any claims under the Fair Labor Standards Act, any claims under Florida’s Civil Rights Act of 1992, any claims under the Equal Pay Act, any claims under the Family Medical Leave Act of 1993, any claims under any state or federal whistle blower statutes or provisions, any claims under any federal, state or local, civil or human rights law or any other federal, state or local law, regulation or ordinance, any claims under any public policy, contract, or common law claims, including any tort claims (e.g., negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, retaliation, etc.) whether based on common law or otherwise, and demands whatsoever, in law or in equity, which Mr. Webster, now has, or hereafter can, shall or may have against The School District for reason of any matter, cause or thing whatsoever from the beginning of the world until today, including, but not limited to, any and all matters arising out of or even arguably involving employment with the School District, as well as all issues involving the negotiation and execution of this Agreement.

5. Mr. Webster acknowledges that the waiver and general release provisions of paragraph number 4 also bar any claim or demand for costs, fees or other expenses including attorneys’ fees incurred or claimed in connection with any of the claims referenced in paragraph 4.
6. Mr. Webster acknowledges and agrees that the listing of claims, waived in paragraph 4 is intended to be illustrative rather than exhaustive. Accordingly, Mr. Webster acknowledges and agrees that this Agreement constitutes a full and final bar to any and all claims of any type that he had or now has against The School District.
7. Mr. Webster acknowledges that, as of the date of this Agreement, he has not suffered any new occupational disease or disability, or any on-the-job-related accident or injury of the type that might have entitled him to file a workers compensation claim, whether temporary, permanent, partial or total.
8. Mr. Webster agrees that he will not seek reinstatement with the Palm Beach County School District at any time hereafter.
9. It is understood and agreed by the Parties that this Agreement does not constitute any admission by the School Board, the Superintendent of Schools, or the School District (including any of its officers, agents, directors, supervisors or employees) of any violation of any applicable laws.

10. Mr. Webster agrees to dismiss with prejudice, Case No. 15M-A4-00020/FEPA 400774.
11. In consideration for Mr. Webster's execution of this Agreement, the School District will pay Mr. Webster the sum of fifteen thousand dollars (\$15,000.00).
12. Mr. Webster acknowledges that, prior to executing this Agreement, he has received and has had sufficient time to review this Agreement; that he has discussed this Agreement with legal counsel of his own choice and that he fully understands the terms of this Agreement (including the general release provisions contained in paragraph numbered 8 above) and that he is knowingly, willingly, voluntarily and intelligently signing and agreeing to be legally bound by this Agreement. Mr. Webster understands that this release precludes him from recovering any relief as the result of any charge, lawsuit, or proceeding brought by or on behalf of Mr. Webster arising out of Mr. Webster's employment with the School District and that by signing and agreeing to this release, Mr. Webster agrees to waive any potential filing or any current charge before any federal, state or local governmental agency, said claims to be voluntarily dismissed immediately by Mr. Webster. This waiver excludes all open and pending workers' compensation claims
13. It is understood and agreed to by all Parties hereto that this Agreement, but not the underlying facts, is not now and will not in the future be admissible against the School District in any legal and/or administrative proceeding, except in proceedings to enforce this Agreement.
14. In the event that litigation shall be necessary for the enforcement of this Agreement on behalf of either Party, then the prevailing Party shall be entitled to reasonable attorneys' fees and costs incurred in said litigation. Venue for said litigation shall be Palm Beach County, Florida, and this Agreement shall be governed by the laws of the State of Florida.
15. It is understood and agreed that, should any provisions of this Agreement or any part thereof, be rendered or declared invalid by any decree of court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect.
16. This Agreement constitutes the entire understanding and agreement of the Parties hereto, and can be modified, amended or revoked only by express written consent of all Parties hereto, their successors and/or assigns. There are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than those herein set forth.
17. This Agreement shall not be construed against the Party who drafted the same. All Parties to this Agreement have obtained legal counsel of their choosing to advise them regarding the Agreement.
18. The parties have read, understood and fully considered this Agreement and are mutually desirous of entering into said Agreement. The terms of this Agreement are the product of mutual negotiation and compromise between Mr. Webster and the School District. Having elected to execute this Agreement, to fulfill the promises set forth herein, and to

receive thereby the benefits set forth above, Mr. Webster freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle and release all claims Mr. Webster has or might have against The School District, excluding all open and pending workers' compensation claims.

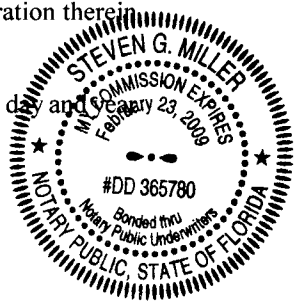
THIS AGREEMENT is dated this 22 day of AUGUST 2005 in Palm Beach County, Florida.
BY: *Earl Webster*
EARL WEBSTER

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 22 day of AUGUST 2005, before me personally appeared or provided sufficient identification appeared before me to be the person who signed the foregoing instrument, and after I have fully explained to her the nature and legal effect whereof acknowledge that she fully understands its content and meaning and duly executed same of her free act and deed and for the sole consideration therein express.

IN TESTIMONY THEREOF, I have unto set my hand and affixed my notary seal on the day and year first above written.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES:



(SEAL)

Reviewed and Approved by:
Vicki L. Evans-Paré
Vicki L. Evans-Paré, Esquire
School District Attorney

Reviewed and Approved by:
[Signature]
Steven Miller, Esq.
Attorney for Mr. Webster

Witness:

School District of Palm Beach County, Florida
By: _____
Thomas Lynch, Chairman

Date: _____

Date: _____

Witness:

Attest:

Arthur Johnson, Ph.D., Superintendent

Date: _____

Date: _____