

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Full and Final Release (Hereinafter, the **AGREEMENT**) is made this ____ day of _____, 2005, by and between **URBIA AGUIRRE**, and the **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**. [Hereinafter the “**SCHOOL BOARD**”]

WHEREAS, the parties wish to amicably fully resolve all issues between them pertaining to any and all claims that **MS. AGUIRRE** has against the **SCHOOL BOARD**.

NOW THEREFORE, **MS. AGUIRRE**, intending to be legally bound, for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby agree as follows:

1. **MS. AGUIRRE** does hereby, unconditionally and irrevocably agree for herself, her heirs, executors, administrators or assigns not to commence, to initiate any action, lawsuit, proceeding or other matter against, or adverse to, the **SCHOOL BOARD** arising out of her employment with the **SCHOOL BOARD** and arising out of claims that she had or now has against the **SCHOOL BOARD**.
2. **MS. AGUIRRE** does hereby unconditionally and irrevocably release and forever discharge the **SCHOOL BOARD**, current or former employees, agents, attorneys, or representatives of the **SCHOOL BOARD**, in both their official and individual capacities from any and all causes of action, claims, grievances, suits, sums of money, or demands, whatsoever known or unknown, at law, in equity, or before any agency or commission of any local, State or Federal government, including but not limited to claims, causes of action or claims arising, alleged to have arisen or which might have been alleged to have arisen or which may arise out of claims that she had or now has against the **SCHOOL BOARD**, under any law including, but not limited to, Federal, State, county or municipal anti-discrimination laws, including but not limited to, the Public Employees Relations Act, Title VII of Civil Rights Act of 1964 42 U. S. C. § 2000 et seq., the Civil Rights Act of 1991, 42 U. S. C. §1981-1988, The Employee Retirement Income Security Act of 1974, The Americans with Disability Act, The Age Discrimination and Employment Act, The Rehabilitation Act of 1973, The Florida Civil Rights Act of 1992, The Fair Labor Standards Act, The Family Medical Leave Act, The Equal Pay Act, any State or Federal Whistleblower law, or any other law, rule, regulation, or guidance, including but not limited to,

any claims under any public policy, contract, common law, including but not limited to, any tort claim, (e.g. negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, retaliation, wrongful termination, etc.,) or any Federal or State Constitutional or statutory claims that she ever had, now has, or which her heirs, executors, administrators, or assigns or any of them hereafter can, shall, or may have or by reason of any cause whatsoever including but not limited to all issues involved in negotiation and execution of this release.

3. **MS. AGUIRRE** acknowledges that the waiver and release provisions of this **AGREEMENT** bar any claims or demands for costs, fees or any other expenses including, but not limited to, attorney's fees incurred or claimed in connection with any claims she may have against the **SCHOOL BOARD**. **MS. AGUIRRE** further acknowledges and agrees that the listing of claims waived in this paragraph is intended to be illustrative rather than exhaustive. Accordingly, **MS. AGUIRRE** acknowledges and agrees that this **AGREEMENT** constitutes full and final bar to any and all claims of any type that she had or now has against the **SCHOOL BOARD**.

4. **MS. AGUIRRE** acknowledges that as of the date of the **AGREEMENT**, she 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 her to file a worker's compensation claim, for temporary, permanent, partial or total.

5. It is understood and agreed by **MS. AGUIRRE** that this **AGREEMENT** does not constitute admission by the **SCHOOL BOARD** of the violation of any laws, rules or policies.

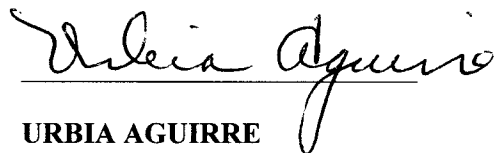
6. It is understood by **MS. AGUIRRE** that this **AGREEMENT** does not become final or binding on the **SCHOOL BOARD** until approved by the Board at a regularly scheduled Board meeting.

7. **MS. AGUIRRE** agrees to dismiss with prejudice Case No. 2005-02123 (EEOC No.: 15DA500435) which is currently pending with the Florida Commission on Human Relations and any companion cases which may have been filed with the EEOC regional office.

8. Each party to this **AGREEMENT** will bear his/her/their own costs, expenses, and claims to interest and attorneys' fees whether taxable or otherwise, incurred in or arising out of, or in any way connected with the matters which are referenced or covered in or otherwise related to this Settlement and Release.

9. In consideration for **MS. AGUIRRE's** execution of this **AGREEMENT**, the **SCHOOL BOARD** will pay **MS. AGUIRRE** the sum of \$1,750.00 within ten (10) business days of the date the Agreement is approved and executed by the **SCHOOL BOARD**. Payment shall be made to Michael F. Amezaga, PA Trust Account.

IN WITNESS WHEREOF, the parties have set their hands and seals this 12 day of Sept., 2005.


URBIA AGUIRRE

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

On this 12 day of September, 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.

(SEAL)



Veronica Ybarra
Commission #DD228348
Expires: Jul 01, 2007
Bonded Thru
Atlantic Bonding Co., Inc.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 7/1/07

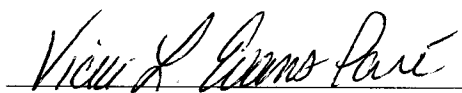
**THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA**

Thomas Lynch, Chairman

Date: _____

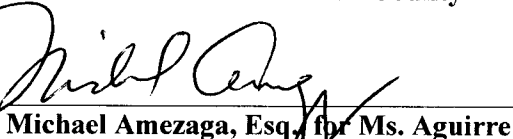
Arthur C. Johnson, Ph. D., Superintendent

Date: _____



**Vicki L. Evans-Paré, Esq., for the
School Board of Palm Beach County**

Date: 9/15/05



Michael Amezaga, Esq., for Ms. Aguirre

Date: 9/12/05