

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE
CHRISTINE HALL

This Settlement Agreement and Full and Final Release (hereinafter "Agreement") is made, effective this ____ day of _____ 2006, between **Christine Hall** (hereinafter "Dr. Hall") and **The School Board of Palm Beach County** ("School District") (hereinafter collectively referred to as "Parties").

WHEREAS, Dr. Hall was employed by the School District as an Assistant Principal;

WHEREAS, while employed with the School District, Dr. Hall allegedly was subjected to retaliation for participating in an allegedly protected activity;

WHEREAS, Dr. Hall filed a Charge of Discrimination with the Office of Equal Employment Opportunities.

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

WHEREAS, Dr. Hall agrees that this Agreement resolves and waives all potential or real claims she may have against the School District in any legal forum or otherwise;

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. Dr. Hall 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. Dr. Hall will immediately provide the School District with a fully executed original of this Agreement.
4. Dr. Hall, 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 Dr. Hall, 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. Dr. Hall 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. Dr. Hall acknowledges and agrees that the listing of claims, waived in paragraph 4 is intended to be illustrative rather than exhaustive. Accordingly, Dr. Hall acknowledges and agrees that this Agreement constitutes a full and final bar to any and all claims of any type that she had or now has against The School District.
7. Dr. Hall acknowledges that, as of the date of this 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 workers compensation claim, whether temporary, permanent, partial or total.
8. Dr. Hall agrees that she will not apply or reapply for employment 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. Dr. Hall agrees to dismiss with prejudice, EEOC Case No. 15M-A4-00076, and any other

actions related, either directly or indirectly, to her employment with the School District that she may have filed.

11. In consideration for Dr. Hall's execution of this Agreement, the School District will pay Dr. Hall the sum of twenty-two thousand five hundred dollars (\$22,500.00).
12. Dr. Hall acknowledges that, prior to executing this Agreement, she has received and has had sufficient time to review this Agreement; that she has discussed this Agreement with legal counsel of her own choice and that she fully understands the terms of this Agreement (including the general release provisions contained in paragraph numbered 4 above) and that she is knowingly, willingly, voluntarily and intelligently signing and agreeing to be legally bound by this Agreement. Dr. Hall understands that this release precludes her from recovering any relief as the result of any charge, lawsuit, or proceeding brought by or on behalf of Dr. Hall arising out of Dr. Hall's employment with the School District and that by signing and agreeing to this release, Dr. Hall 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 Dr. Hall.
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. 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 Dr. Hall 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, Dr. Hall freely and knowingly, and after due

consideration, enters into this Agreement intending to waive, settle and release all claims Dr. Hall has or might have against The School District.


THIS AGREEMENT is dated this 14th day of March 2006 in Palm Beach County, Florida.
BY: *Christine Hall*
CHRISTINE HALL

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 14th day of March 2006, 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.

Ellen Webb

(SEAL)  Ellen Webb
Commission #DD149787
Expires: Sep 12, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

NOTARY PUBLIC
MY COMMISSION EXPIRES: 9-12-06

Reviewed and Approved by:

Reviewed and Approved by:

Vicki L. Evans-Paré, Esquire
School District Attorney

Kerry A. Kahn
Kerry Raleigh, Esq.
Attorney for Dr. Hall
SACHS SAX KLEIN

Witness:

School District of Palm Beach County, Florida

By: _____
Thomas Lynch, Chairman

Date: _____

Date: _____

Witness:

Attest:

Arthur Johnson, Ph.D., Superintendent

Date: _____

Date: _____