

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE
TERESA KRELLNER

This Settlement Agreement and Full and Final Release (hereinafter "Agreement") is made, effective this 17th day of April 2006, between **TERESA KRELLNER** (hereinafter "Krellner ") and **The School Board of Palm Beach County** ("School District") (hereinafter collectively referred to as "Parties").

WHEREAS, Teresa Krellner was employed by the School District as a part-time Girls Basketball coach,

WHEREAS, Teresa Krellner filed a lawsuit in the Circuit Court of the Fifteenth Judicial Circuit in Palm Beach County alleging that she was terminated as Coach because of her gender,

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

WHEREAS, Teresa Krellner 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. Teresa Krellner understands that this Agreement does not become final or binding until approved by the School Board of Palm Beach County, Florida. The School District agrees to make a final and binding decision on the approval of this agreement at a meeting no later than April 26, 2006. Further, the School District agrees that if this agreement is not approved at its meeting no later than April 26, 2006, then Teresa Krellner shall not be bound to this Agreement and it shall be null and void even if the School District schedules a meeting for a later, or alternative date for approval. Counsel for the School District will recommend approval of this agreement at the meeting before the School Board. This portion is a material portion of this Agreement.
3. Teresa Krellner will immediately provide the School District with a fully executed original of this Agreement.
4. Teresa Krellner, 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 Teresa Krellner, 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. Teresa Krellner 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. Teresa Krellner acknowledges and agrees that the listing of claims, waived in paragraph 4 is intended to be illustrative rather than exhaustive. Accordingly, Teresa Krellner 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. Teresa Krellner 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. 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.
9. Teresa Krellner agrees to dismiss with prejudice, Case No.: 50-2003CA013227-XXOCAI,

and any other actions related, either directly or indirectly, to her employment with the School District that she may have filed within one calendar week of this Agreement is approved by the School Board.

10. In consideration for Teresa Krellner's execution of this Agreement, the School District will pay Teresa Krellner the sum of Fifty Five Thousand dollars (\$55,000.00), which shall be delivered to Boehringer Law Office, P. A., no later than 30 days after the date Teresa Krellner signed this agreement. The School District shall issue one check payable to Boehringer Law Office, P. A., and no other payees, in the amount of \$22,000.00 and issue a 1099 form to Boehringer Law Office, P. A., shall issue a check to payable to Teresa Krellner, and no other payees, in the amount of \$33,000.00 and issue a 1099 form to Teresa Krellner for the same amount. *The School District shall pay the mediator's fee for all services rendered at mediation.*
11. Teresa Krellner 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. Teresa Krellner 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 Teresa Krellner arising out Teresa Krellner's employment with the School District and that by signing and agreeing to this release, Teresa Krellner 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 Teresa Krellner. *mlb*
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

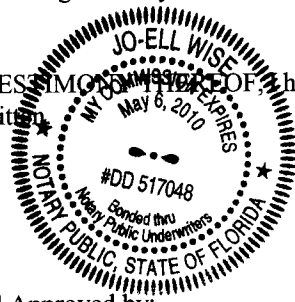
- 17. The parties have read, understood and fully considered this Agreement and are mutually desirous of entering into said Agreement. The terms of this Agreement are the product of mutual negotiation and compromise between Teresa Krellner and the School District. Having elected to execute this Agreement, to fulfill the promises set forth herein, and to receive thereby the benefits set forth above, Teresa Krellner freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle and release all claims Teresa Krellner has or might have against The School District.

THIS AGREEMENT is dated this 17th day of April 2006 in Palm Beach County, Florida. BY: Teresa Krellner TERESA KRELLNER

STATE OF FLORIDA COUNTY OF PALM BEACH

On this 17th day of April 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 WHEREOF, I have unto set my hand and affixed my notary seal on the day and year first above written.



(SEAL)

Signature of Jo-ell Wise, Notary Public, My Commission Expires: May 6, 2010

Reviewed and Approved by: Sonia E. Hill, Esquire School District Attorney

Reviewed and Approved by: M. Kate Boerlinger, Esq. Attorney for Teresa Krellner

Witness: Date:

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

Witness: Date:

Attest: Arthur Johnson, Ph.D., Superintendent Date: