

GLOBAL SETTLEMENT AGREEMENT AND GENERAL RELEASE BETWEEN THE SCHOOL DISTRICT OF PALM BEACH COUNTY; ISABEL DIAZ; AND NATIONAL CONFERENCE OF FIREMEN & OILERS, SEIU, LOCAL 1227

This Global Settlement Agreement and Full and Final Release (hereinafter "Agreement") is made, effective this 20th day of October 2006, between The School Board of Palm Beach County ("School District"); Isabel Diaz (hereinafter "Ms. Diaz"); and the National Conference of Firemen & Oilers, SEIU, Local 1227 (hereinafter "NCF&O") (hereinafter collectively referred to as "Parties").

WHEREAS, Ms. Diaz is employed by the School District as a Custodian;

WHEREAS, while employed with the School District, Ms. Diaz received an unsatisfactory evaluation and was allegedly unable to correct her performance deficiencies after completing a thirty (30) calendar day assistance plan for improvement;

WHEREAS, under School District Policies and Practices, the District has taken the position that Ms. Diaz's behavior as alleged constituted grounds for termination of her employment

WHEREAS, the School District approved a fifteen (15) work day unpaid suspension and termination of employment, effective June 29, 2006, at the School Board meeting held on June 28, 2006;

WHEREAS, NCF&O timely filed a class action grievance of which Ms. Diaz was a part in appeal of the School Board action (FMCS Case Number 060823-59068-3 (Termination Isabel Diaz & Anthony Pierce) hereinafter "Grievance").

WHEREAS, the Parties desire an amicable resolution of this matter.

WHEREAS, Ms. Diaz 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 lieu of termination of Ms. Diaz's employment with the School District, and in consideration of the following covenants and promises, the undersigned Parties to this Agreement 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. NCF&O and Ms. Diaz understand that this Agreement does not become final or binding until approved by the Superintendent and School Board.
3. NCF&O and Ms. Diaz will promptly provide the School District with a fully executed original of this Agreement.
4. The School District shall cause Ms. Diaz to be placed in a same or similar position without loss of pay or seniority at a reasonable location determined by the School District and award full back-pay in the amount of Seven Thousand Four Hundred Forty Two and 92/100 dollars (\$7,442.92) as full and final settlement of all claims against them.

5. If, within twenty-four (24) months of the execution of this Agreement, Ms. Diaz engages in similar conduct as alleged herein, the fact that she had been placed on a performance plan may be brought to the attention of the trier of fact.
6. The School District shall restore all of Ms. Diaz's unpaid sick hours and unpaid annual leave time to the amount she had accumulated – but not received compensation for – to the date of her suspension. Additionally, Ms Diaz shall be awarded any sick leave or annual leave she would have accrued but for her suspension.
7. The Parties agree that the reinstatement of Ms. Diaz no longer serves as a remedy in the pending Grievance and NCF&O hereby withdraws her part of the Grievance.
8. Ms. Diaz, being of lawful age, and for consideration received from or on behalf of the School District, 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 the Age Discrimination in Employment Act as amended, 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, etc.) whether based on common law or otherwise, and demands whatsoever, in law or in equity, which Ms. Diaz, 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.
9. Ms. Diaz acknowledges that the waiver and general release provisions of paragraph number 8 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 8.
10. Ms. Diaz acknowledges and agrees that the listing of claims, waived in paragraph 8 is intended to be illustrative rather than exhaustive. Accordingly, Ms. Diaz 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.
11. Ms. Diaz 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.

12. 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.
13. Pursuant to the Age Discrimination in Employment Act, Ms. Diaz has certain rights. A waiver of rights cannot apply to age discrimination claims arising in the future. Ms. Diaz has read the foregoing agreement and release and fully understands it. She acknowledges that she was given at least twenty-one (21) days within which to consider this Agreement and that she has the right to revoke this agreement, in writing, for a period not to exceed seven (7) days after the date on which she signed it. She hereby acknowledges that if she fails to exercise this right to revoke, this Agreement will immediately become a binding contract as to its terms.
14. Ms. Diaz 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 specific release provision contained in paragraph 13 and the general release provisions contained in paragraph numbered 8 above) and that she is knowingly, willingly, voluntarily and intelligently signing and agreeing to be legally bound by this Agreement. Ms. Diaz understands that this release precludes her from recovering any relief as the result of any grievance, charge, lawsuit, or proceeding brought by or on behalf of Ms. Diaz arising out of Ms. Diaz's employment with the School District up to and including the date of execution by the School Board and that by signing and agreeing to this release, Ms. Diaz agrees to waive any potential filing or any current charge before any arbitration or mediation service, and/or federal, state or local governmental agency, for incident arising from her employment by the School District up to and including the date of execution by the School Board said claims to be voluntarily dismissed immediately by Ms. Diaz.
15. 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 and/or serve as precedent against the School District, the Union, or Ms. Diaz in any legal and/or administrative proceeding, except in proceedings to enforce this Agreement.
16. In the event that litigation shall be necessary for the enforcement of this Agreement on behalf of any 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.
17. 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.
18. This Agreement constitutes the entire understanding and agreement of the Parties hereto, and can be modified, amended or revoked only by the expressed 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.
19. 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.

20. 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 NCF&O, Ms. Diaz, 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, Ms. Diaz freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle and release all claims Ms. Diaz has or might have against The School District.

THIS AGREEMENT is dated this 17 day of November 2006 in Palm Beach County, Florida.

BY: Isabel Diaz
ISABEL DIAZ

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 17th day of November 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.

(SEAL)



NANCY ORAMA
MY COMMISSION # DD 440653
EXPIRES: September 29, 2009
Bonded Thru Budget Notary Services

Nancy Orama
NOTARY PUBLIC
MY COMMISSION EXPIRES:

Reviewed and Approved by:

Vicki L. Evans-Paré
Vicki L. Evans, Esquire
School District Attorney

Reviewed and Approved by:

Shellie L. Sewell
Shellie L. Sewell, Esq.
Attorney for NCF&O, SEIU, Local 1227
National Conference of Firemen & Oilers,
SEIU, Local 1227

Date: 11/28/2006

Date: 11/28/06

By: Sharon Q. Munley
Sharon Munley, President, NCF&O, SEIU, Local 1227

Date: 11.20.06

Witness:

Date: _____

Witness:

Date: _____

School District of Palm Beach County, Florida

By: _____
Bill Graham, Chairman

Date: _____

Attest:

Arthur Johnson, Ph.D., Superintendent

Date: _____