



# Orange County Public Schools

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April 26, 2011

2011 APR 29 A 11:43

Via First Class Mail

DIVISION OF  
ADMINISTRATIVE  
HEARINGS

Division of Administrative Hearings  
1230 Apalachee Parkway  
Tallahassee, Florida 32399  
Attention: Judge William F. Quattlebaum

Re: Orange County School Board vs. Monica Mahtani  
Case No.: 10-9244

Dear Judge Quattlebaum:

Please find enclosed a copy of the fully executed settlement agreement for the above-referenced case ending the matter between the Parties. Also please find enclosed the Respondent's Exceptions to the Recommended Order.

Please do not hesitate to contact me with any questions you have regarding this matter.

Sincerely,

John C. Palmerini  
Associate General Counsel

Enclosures

**SETTLEMENT AGREEMENT AND GENERAL MUTUAL RELEASE**

FILED  
2011 APR 29 A 11:13  
DIVISION OF  
ADMINISTRATIVE  
HEARINGS

This Settlement Agreement and General Mutual Release (“Agreement”), by and between MONICA MAHTANI (hereinafter referred to as “MAHTANI”) and ORANGE COUNTY SCHOOL BOARD (hereinafter referred to as “OCSB”) is as follows:

WHEREAS, the Superintendent recommended that MAHTANI employment with OCSB be terminated based upon allegations of misconduct;

WHEREAS, MAHTANI requested a hearing before the Division of Administrative Hearings, with the case style of ORANGE COUNTY SCHOOL BOARD v. MONICA MAHTANI, DOAH Case No. 10-9244;

WHEREAS, the Administrative Law Judge issued a Recommended Order on April 6, 2011 that recommended that OCSB issue a Final Order terminating MAHTANI’s employment;

WHEREAS, MAHTANI filed objections to the Recommended Order on April 14, 2011;

WHEREAS OCSB has not entered a Final Order in this matter pending negotiations of this Settlement Agreement and General Release;

WHEREAS, MAHTANI and the OCSB desire to settle fully and finally all differences between them relating to any other claims the parties may have against each other;

NOW THEREFORE, in consideration of the premises and mutual promises contained herein, it is agreed as follows:

1. OCSB will accept MAHTANI’s resignation upon MAHTANI’s execution of this Settlement Agreement and General Mutual Release and will consider her to have resigned as of the date of her execution of this Settlement Agreement and General Mutual Release. MAHTANI also agrees that after she voluntarily resigns, that she will not apply for or seek reemployment with OCSB in any capacity. MAHTANI further agrees that she will not accept any employment

that, as a term and condition of such employment, requires her regular entry onto any campus of any OCSB school. MAHTANI acknowledges by executing this Settlement Agreement and General Release that her resignation is voluntary with full knowledge of the consequences of such action. MAHTANI further acknowledges that her resignation has not been coerced in any manner by OCSB. Upon execution of this agreement, MAHTANI will withdraw the Exceptions to the Hearing Officer's Recommended Order filed on or about April 14, 2011.

2. MAHTANI and her heirs, assigns, administrators, and attorneys hereby release, acquit, and forever discharge Orange County Public Schools and the OCSB, their elected officials, managers, advisory boards, successors, agents, employees, and assigns, and each of them for any and all claims, actions, causes of actions, rights, demands, debts, damages (including compensatory, liquidated and punitive), accountings, costs, claims of reimbursement, claims of interest, awards of attorney's fees and expenses, of whatever nature, whether known or unknown, suspected or unsuspected, from the beginning of time to the date of the execution of this Agreement. MAHTANI expressly acknowledges that this Release includes within its effect, without limitation, all claims asserted or which could have been asserted under the United States Constitution, the Florida Constitution, the Florida Administrative Code, the Florida Whistleblower's Act, Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Florida Civil Rights Act of 1992, the Fair Labor Standards Act, the Civil Rights Acts of 1866 and 1870, 42 U.S.C. 1981, 42 U.S.C. 1983, 42 U.S.C. 1985, and 42 U.S.C. 1988, Florida Public Records Act, Chap. 119, Florida Statutes, or any other federal, state or local statutes, ordinances, codes, executive orders, or regulations, any applicable collective bargaining agreement, or any claims under common law, including any claims dealing with

discrimination, retaliation, wrongful termination of employment, improper elimination of a position, improper evaluations, wrongful layoff, failure to recall to work, breach of contract, breach of promise, violation of any policy, practice or procedure of the OCSB, denial of any employment benefit, constructive discharge, retaliatory discharge, detrimental reliance, termination of violation of public policy, violation of any whistleblower statute, negligent supervision, negligent retention, negligent conducting of performance appraisals, libel, slander, defamation, sexual or any other type of harassment, assault, battery, intentional or negligent infliction of emotional distress, breach of duty, false imprisonment, invasion of privacy, tortious interference with business relations or prospective employers, providing false references, any claim to reinstatement to a former position, any claim for back pay, overtime compensation, future pay, fringe benefits, vacation pay, severance pay, bonuses, commissions, retirement and pension benefits, compensatory damages, exemplary damages, punitive damages, damages for pain and suffering or mental anguish, damage to personal reputation, damages related to intentional or negligent infliction of emotional distress, personal injury damages, medical expenses, or damages of any other kind, and attorney fees and costs. The OCSB also releases, discharges, and acquits MAHTANI from any and all claims against MAHTANI, known or unknown, suspected or unsuspected, of any nature whatsoever from the beginning of time to the date of the execution of this Agreement.

3. The parties agree not to institute any legal action in federal or state courts or before any administrative agencies based upon any claims released by this Agreement.

4. Release of the parties is made without reliance upon any statement or representation of any party hereby released except those contained in this Agreement. This Agreement contains the entire understanding of the parties and may not be modified except in a

writing that is signed by all the parties to this Agreement and approved by the Superintendent and the OCSB.

5. MAHTANI represents and certifies that she has carefully read and studied this Agreement and fully understands all the provisions and effects of this Agreement. MAHTANI should consult with an attorney prior to executing this Agreement, and MAHTANI acknowledges she has been provided with such an opportunity. MAHTANI represents that she is entering into this Agreement freely and voluntarily and that the OCSB and its agents, representatives and attorneys have not made any representations concerning the terms and effects of this Agreement other than those contained herein.

6. The language of all parts of this Agreement shall be construed as a whole and according to its fair meaning and not strictly for or against either party. It is expressly understood and agreed that this Agreement shall be governed by the laws of the State of Florida and that any rule requiring construction of this document against its drafter shall not be applied in this case.

7. Should any provision of this Agreement be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

8. The parties to this Agreement hereby expressly agree that should any party default in any manner with respect to any of these obligations set forth in this Agreement, the sole and exclusive remedy for the non-defaulting party shall be an action for specific performance by the defaulting party of her/its obligations hereunder. In the event of litigation relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.


9. MAHTANI's release of claims is provided in exchange for OCSB agreeing not to enter a Final Order terminating her employment for misconduct.

10. MAHTANI has seven (7) days following her execution of this Agreement in which to revoke this Agreement, and this Agreement shall not become effective or enforceable until the revocation period has expired.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned parties have executed the foregoing Agreement.


  
MONICA MAHTANI

4/20/11  
Date

  
Derek Brett, Esq.  
Of Counsel to Egan Lev & Siwica, P.A.  
Attorney for MONICA MAHTANI

4/21/2011  
Date

ORANGE COUNTY SCHOOL BOARD

By:   
John C. Palmerini, Esq.  
Associate General Counsel

4/25/11  
Date