

**SETTLEMENT AGREEMENT
AND FULL AND FINAL RELEASE OF CLAIMS**

This Settlement Agreement and Full and Final Release of Claims (the "Agreement") is entered into between the **SCHOOL BOARD OF DUVAL COUNTY, FLORIDA**, and its directors, officers, managers, employees, attorneys, agents and assigns (hereinafter "Employer") and **JOYCE QUILLER**, and her attorneys, survivors, heirs, executors, administrators, successors and assigns (hereinafter "Employee"), this 2nd day of October, 2015.

R E C I T A L S

WHEREAS, Employee began her employment on August 19, 1993;

WHEREAS, in response to allegations of misconduct, Nikolai P. Vitti, the Superintendent of Schools, issued to Employee by letter dated February 26, 2014 a Notice of Termination and Immediate Suspension of Pay ("Notice of Termination");

WHEREAS, Employee appealed her termination to the Florida Division of Administrative Hearings ("DOAH"), styled as *Duval County School Board v. Joyce Quiller*, DOAH Case No. 14-1341TTS, and after a formal administrative hearing, the Administrative Law Judge ("ALJ") issued a Recommended Order on July 16, 2014 (attached and incorporated herein as Exhibit "A") recommending that Employer rescind the Notice of Termination;

WHEREAS, following a hearing on September 8, 2014, Employer issued a Final Order of Dismissal ("Final Order") on September 23, 2014;

WHEREAS, on October 7, 2014, Employee appealed her termination to the First District Court of Appeals ("First DCA"), styled as *Joyce Quiller v. Duval County School Board*, Case No. ID14-4635, and on July 15, 2015, the First DCA issued an Opinion (attached and incorporated herein as Exhibit "B") reversing the Final Order and remanding the case back to the Employer with instructions to adopt the ALJ's Recommended Order, which included a recommendation to rescind the Notice of Termination;

WHEREAS, neither this Agreement, nor anything contained in it, shall be construed as an admission by either Employee or Employer of any liability, wrongdoing, or unlawful conduct; and

WHEREAS, Employer and Employee agree to resolve all alleged and potential claims of Employee arising out of or related to Employee's employment and separation from Employer, by entering into the Agreement.

In full and final settlement of all of Employee's alleged claims and potential claims against Employer, and in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Resignation of Employee.** Upon execution of this Agreement, Employee shall voluntarily and unconditionally resign her employment with Employer by submitting a letter of resignation to Employer.

2. **Employment Status.** Within ten (10) business days following the full execution of this Agreement, the expiration of the seven-day revocation period set forth herein and Employer's receipt of Employee's resignation, Employer shall modify the Employee's employment status to reflect that her suspension ended thirty (30) works days after March 4, 2014. Accordingly, her suspension status will be reflected as ending on April 23, 2014 and that Employee resigned effective as of October 2, 2015. Employee further acknowledges and understands that as required by Florida's Public Records Act, Employer is prohibited from physically and electronically removing the Notice of Termination, or any other disciplinary documents, from Employee's personnel file, but that Employer will place a fully executed copy of this Agreement and its exhibits in Employee's personnel file.

3. **Settlement Payment.** Within ten (10) business days following the full execution of the Agreement, the expiration of the seven-day revocation period set forth herein and Employer's receipt of Employee's resignation, Employer shall pay Employee the total amount of One Hundred and Twenty-five Thousand Dollars (\$125,000.00), **by check payable to ~~Joyce~~ ~~Quiller~~ and Reginald Luster, P.A. Trust Account**, and tendering payment to Employee's counsel, Reginald Luster, Esq., 1751 University Boulevard South, Jacksonville, FL 32216. Employee's right to receive and/or retain the payments tendered hereunder is contingent upon the Agreement becoming binding and enforceable. Within two (2) business days of Employee's execution of this Agreement, Employee's attorney shall provide Employer with a signed W-9 form pursuant to Paragraph 7 below.

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4. **Non-Admission of Liability.** Employee understands and acknowledges that, by providing the above payment, Employer is not admitting any wrongdoing or violation of any law and strictly denies the same. Employee understands and acknowledges that the payment referenced above is in excess of any payments and benefits Employer is legally or otherwise obligated to provide Employee. Employee also understands and agrees that this Agreement is entered to resolve a bona fide dispute over claims asserted in connection with the employment relationship. Employee further understands and agrees that Employee will not receive any payments or benefits in connection with Employee's employment or separation from employment with Employer other than as specifically set forth herein

5. **Tax Liability.** Employee shall be solely responsible for reporting the payments referenced above and for properly paying any taxes required by law in connection with such payments. Employee agrees to hold Employer harmless from any and all liabilities, assessments or penalties associated with the failure to properly report and/or pay any required taxes associated with the payments referenced above. Employee acknowledges that Employer will report the sum of \$125,000.00 paid to Employee as non-economic damages on a W-9 form.

Within two (2) business days of Employee's execution of this Agreement, Employee's attorney shall provide Employer with an executed W-9 form, which Employer will use to report the amount of \$125,000.00 paid to Employee.

6. **Indemnification of Employer.** Employee further understands, represents and acknowledges as an inducement for Employer to make the payment specified herein that Employee is solely responsible for and shall make payment of any and all claims, past, present, or future, for liens, damages, compensation or otherwise arising out of, or related in any way to, the alleged injuries or damages suffered by Employee and asserted by any other person or entity, including but not limited to, any workers compensation carrier, Medicare, Medicaid, or other health care provider resulting from the matters released herein. Employee agrees to indemnify and hold Employer and its insurers harmless from any liens or claims of subrogation, which do or may exist at the time this Agreement is executed, or that may arise in the future, arising out of or in any way related to the Released Matters as defined below or Employee's employment or separation from Employer.

7. **Release of Claims.** In consideration of the above, Employee, for herself, and for each of her attorneys, survivors, heirs, executors, administrators, successors and assigns (collectively the "Releasing Parties"), fully and forever releases, waives and discharges Employer and its directors, officers, managers, employees, attorneys, agents and assigns (collectively, the "Released Parties"), of and from any and all claims, demands, actions, damages, lawsuits, obligations, promises, charges, expenses, costs and causes of action (including any right to demand or receive attorneys' fees and costs), both known and unknown, in law or in equity, of any kind whatsoever, that any of the Releasing Parties may have against the Released Parties (collectively, the "Released Matters"). Without limiting the generality of the foregoing, specifically included in this waiver and release and in the Released Matters are all rights or claims relating to or arising out of Employee's employment with Employer, compensation from Employer (including any bonuses and benefits), separation from employment with Employer, Employee's ineligibility for reemployment with Employer and Employee's agreement not to reapply for reemployment with Employer, including, without limitation, any and all claims or causes of action for wrongful or retaliatory discharge, unlawful employment discrimination, harassment, retaliation, unlawful employment practices, and/or wrongdoing under Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1866, as amended; Executive Orders 11246 and 11073; the Employee Retirement Income Security Act of 1974, as amended; the Americans With Disabilities Act of 1990, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Older Workers' Benefit Protection Act; the Fair Labor Standards Act of 1938, as amended; the Occupational Safety and Health Act of 1970, as amended; the Worker Adjustment and Retraining Notification Act; 42 U.S.C. § 1981, as amended; the Rehabilitation Act of 1973, as amended; the Family and Medical Leave Act of 1993, as amended; the Equal Pay Act of 1963, as amended; the Genetic Information Nondiscrimination Act of 2008; the United States and/or Florida Constitutions, as amended; the

Florida Civil Rights Act, the Florida Whistleblower Act; Fla. Stat. § 440.205; as well as any common law claims for alleged wrongful discharge, negligent or intentional infliction of emotional distress, negligence, fraud, defamation, whistleblower retaliation, breach of contract, unpaid wages or benefits, and any other claims under federal, state or local law, rule or regulation or common law, whether in tort or contract, the existence of which is denied by the Released Parties. Without limitation of the foregoing, specifically included in this waiver and release and in the Released Matters are all rights or claims alleged in, relating to, or arising from the Notice of Termination, the Final Order or the First DCA Opinion. Employee understands and acknowledges that, by entering this Agreement, the Released Parties are not admitting any wrongdoing or violation of any law and expressly deny the same. Employee agrees to waive the Releasing Parties' right(s) (if any) to any monetary or other recovery should any governmental agency or other third party pursue any claims on her behalf, either individually or as part of any class or collective action.

8. **Ineligibility for Rehire.** Employee agrees that she will be ineligible for reemployment by Employer, and she agrees not to apply for reemployment with Employer, at any time in the future. Employee further understands that by entering into this Agreement, her ineligibility for reemployment and her agreement not to apply for reemployment with Employer are specifically included in the Released Matters above, and Employee is forever barred from bringing any claims of any nature or kind against Employer related to or arising out of her ineligibility for reemployment and her agreement not to reapply for reemployment with Employer at any time in the future.

9. **Consideration Period.** Employee is entering into this Agreement knowingly and voluntarily, and she has been advised by Employer to consult an attorney if she so chooses. Employee acknowledges that she has been given 21 days from the date she receives this Agreement to consider whether to sign it. If Employee signs this Agreement before the end of the 21-day review period, it is because she freely chose to do so after carefully considering the terms. In addition, Employee shall have 7 days from the date she signs this Agreement to revoke the Agreement, upon which event the payment set forth in Paragraph 3 as consideration will not be provided or, if it has been provided, Employee shall pay it back immediately upon demand by Employer.

10. **Legally Binding Release.** By entering into the Agreement, Employee is resolving on behalf of herself, and for each of her attorneys, survivors, heirs, executors, administrators, successors and assigns, all alleged disputes of any kind whatsoever with Employer and its directors, officers, managers, employees, attorneys, agents and assigns, whether known or unknown, in exchange for the consideration referenced herein. Employee understands, acknowledges and agrees that: (a) Employee may revoke this Agreement within 7 days following its execution and that this Agreement is not effective or enforceable until the revocation period has expired; (b) after the revocation period expires, she and the Releasing Parties are forever barred from instituting any lawsuits against the Released Parties for the

Released Matters set forth in Paragraph 7 above; (c) no other person, organization or agency can bring such a lawsuit on the Releasing Parties' behalf; (d) no other person or entity has, or had, any interest in the Released Matters, claims, demands, or action referred or released by this Agreement; (e) Employee has never sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands or actions referred to in this Agreement or in any way arising out of or relating to the Released Matters; and (f) this is a legally binding release and agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes any previous agreements or contracts regarding Employer and Employee. Neither party is relying upon any representations not expressly contained in this Agreement. No modification of this Agreement shall be valid unless in writing and signed by both parties. If any term is determined to be invalid or unenforceable, the remaining terms shall survive and shall be given full force and effect.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the appropriate venue for resolving any dispute arising out of this Agreement shall be in a court of competent jurisdiction in Duval County, Florida. In any litigation arising under or seeking to enforce this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to all other legal and/or equitable remedies, all expenses associated with litigation, including reasonable attorneys' fees.

THIS SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF CLAIMS CONTAINS A FULL GENERAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

THE UNDERSIGNED ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT CONSISTING OF TWELVE (12) NUMBERED PARAGRAPHS.

**EMPLOYER:
DUVAL COUNTY SCHOOL BOARD**

By: Wendy Byndloss
Its: Counsel

COUNSEL FOR EMPLOYER

Wendy Byndloss

EMPLOYEE:

Joyce Quiller
Joyce Quiller

COUNSEL FOR EMPLOYEE

Reginald Luster
Reginald Luster, Esq.