

**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 DUVAL COUNTY SCHOOL BOARD, and its directors, officers, managers, employees, attorneys, agents and assigns (hereinafter "Employer") and ERNEST WOODARD, and his attorneys, survivors, heirs, executors, administrators, successors and assigns (hereinafter "Employee"), this 31 day of March, 2017.

**R E C I T A L S**

WHEREAS, Employee was employed with Employer from August 29, 2014 to June 14, 2016;

WHEREAS, in response to allegations of misconduct, Nikolai P. Vitti, the Superintendent of Schools, issued to Employee by letter dated September 29, 2015 a Step III Progressive Discipline – Reprimand and Suspension Without Pay (Revised 9/29/15) (hereinafter "Notice of Reprimand and Suspension");

WHEREAS, Employee appealed his suspension to the Florida Division of Administrative Hearings ("DOAH"), styled as *Duval County School Board v. Ernest Woodard*, DOAH Case No. 16-0427TTS, and after a formal administrative hearing, the Administrative Law Judge ("ALJ") issued a Recommended Order on November 30, 2016 (attached and incorporated herein as Exhibit "A");

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 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. **Settlement Payment.** Within ten (10) business days following the full execution of the Agreement and the expiration of the seven-day revocation period set forth herein, Employer shall pay Employee the total amount of Four Thousand Four Hundred Eighteen Dollars and Forty-One Cents (\$4,418.41), by check payable to Ernest Woodard, and tendering payment to Employee's counsel, Stephanie M. Schaap, Esq., Duval Teachers United, 1601 Atlantic Boulevard, Jacksonville, FL 32207. Employee's right to receive and/or retain the payment 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 3 below.

2. 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

3. 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 \$4,418.41 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 \$4,418.41 paid to Employee.

4. 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.

5. Release of Claims. In consideration of the above, Employee, for himself, and for each of his 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 Reprimand and Suspension or the Recommended Order. Employee understands and acknowledges that, by entering into 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 his behalf, either individually or as part of any class or collective action.

6. Ineligibility for Rehire. Employee agrees that he will be ineligible for reemployment by Employer, and he agrees not to apply for reemployment with Employer, at any time in the future. Employee further understands that by entering into this Agreement, his ineligibility for reemployment and his 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 his ineligibility for reemployment and his agreement not to reapply for reemployment with Employer at any time in the future.

7. Consideration Period. Employee is entering into this Agreement knowingly and voluntarily, and he has been advised by Employer to consult an attorney if he so chooses. Employee acknowledges that he has been given 21 days from the date he 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 he freely chose to do so after carefully considering the terms. In addition, Employee shall have 7 days from the date he 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.

8. Legally Binding Release. By entering into the Agreement, Employee is resolving on behalf of himself, and for each of his 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 seven (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, he and the Releasing Parties are forever barred from instituting any lawsuits against the Released Parties for the Released Matters set forth in Paragraph 5 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.

9. 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.

10. 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 TEN (10) NUMBERED PARAGRAPHS.

EMPLOYER:  
DUVAL COUNTY SCHOOL BOARD

By: \_\_\_\_\_

Its: Assist Supt / H&E

COUNSEL FOR EMPLOYER

Wendy Byrdloss

EMPLOYEE:

[Signature]  
Ernest Woodard

COUNSEL FOR EMPLOYEE

[Signature]  
Stephanic Schaap, Esq.