

SETTLEMENT AGREEMENT, WAIVER AND RELEASE OF CLAIMS

This SETTLEMENT AGREEMENT, WAIVER, AND RELEASE (the "Agreement"), is made and entered into, by and between, **Julianna Woessner** (hereinafter "Ms. Woessner") and the **School Board of Duval County, Florida**, including the members of the Board, the Superintendent, its employees, agents, and attorneys (hereinafter "District").

The District and Ms. Woessner, desiring to settle all existing or potential claims Ms. Woessner has or may have against the District, and in consideration of the mutual covenants and promises contained herein, the receipt and adequacy of which are hereby acknowledged, the District and Ms. Woessner agree as follows:

1. **Obligations of the DCPS:** In consideration of Ms. Woessner's agreement to the terms herein:
 - a) The District shall revise Ms. Woessner's personnel record to reflect removal of the Suspension of Pay for ten (10) days, and the Letter of Reprimand;
 - b) The District will remit payment to Ms. Woessner for reimbursement of ten (10) days salary within fifteen (15) business days following the execution of this settlement agreement;
 - c) The gross payment amount shall be \$3,520.40.
 - d) The District will process the payment as back wages. Accordingly, the District shall report such wages to the United States Internal Revenue Services, shall pay the appropriate employer contribution to the Florida Retirement System approximately \$290.79, and all other required withholdings for federal, state, and local laws will be deducted;
 - e) The District shall file a Notice of Voluntary Dismissal with Prejudice with the Division of Administrative Hearings in Case No. 18-2523, DCSB v. Woessner; and
 - f) The District will submit to the Florida Department of Education a copy of this executed Agreement within two (2) business days of execution.

2. **Obligations of Ms. Woessner:** In consideration of the foregoing obligations of the District pursuant to paragraph 1 above, Ms. Woessner agrees as follows:
 - a) She will bear her own attorney fees, litigation expenses and costs associated with this matter.

3. **General Release of Claims:** Ms. Woessner, for herself, her successors and assigns, hereby releases and forever discharges the District from any and all claims, actions, demands, rights and causes of action (including any right to demand or receive damages, attorney's fees or costs) whether known or unknown, in contract or in tort, which Ms. Woessner may have, arising out of, based on, or relating directly or indirectly to the claims she raised or could have raised in her lawsuit, or otherwise related to her employment with the District, and any events occurring during such employment or thereafter, or for any other reason whatsoever, through the effective date of this Agreement. This Agreement includes, but is not limited to, a release of any claims, actions, demands, rights or causes of action Ms. Woessner may have under any federal, state, or local laws or regulations currently in effect and/or applicable to Ms. Woessner, including, but not limited to, any provision or amendment of and to the Constitutions of the State of Florida and the United States of America, Title VII of the Civil Rights Acts of 1964, Sections 1981 and 1983 of the Civil Rights Acts, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the American with Disabilities Act of 1990, the Family and Medical Leave Act, the National Labor Relations Act, Florida Public Relations Act, Chapter 760, Florida Statutes, the Equal Pay Act, the Florida Whistleblower Act and any other statutory or common law claims, including without limitation, claims for discrimination, retaliation, defamation, or interference with rights under state or federal law, or local ordinance or civil service rule or regulation, occurring through the effective date of this Agreement.
4. **Non-Admission of Liability:** Neither this Agreement, nor anything contained in it, shall be construed as an admission by the District or Ms. Woessner of any liability, wrongdoing or unlawful conduct whatsoever.
5. **Attorney's Fees and Costs:** Ms. Woessner and the District, respectively, will each bear the expense of their own attorney's fees and costs.
6. **Integration:** This Agreement is limited to its express terms and contains the entire understanding of the parties regarding its subject matter and may not be changed except by written instrument.
7. **Opportunity to Consider:** The District has advised and Ms. Woessner has consulted with an attorney before executing this Agreement, and Ms. Woessner acknowledges that she has been given a reasonable period in which to consider this Agreement.
8. **Acknowledgment:** Ms. Woessner acknowledges that she has read this Agreement, she reviewed it with his counsel, that she comprehends and

understands its terms and the legal effect thereof, and she has voluntarily entered into it.

Julianna Woessner
Julianna Woessner

EXECUTED this 1 day of ~~October~~ ^{November}, 2018.

As the attorney for Ms. Woessner, the execution and delivery of the foregoing Settlement is approved this _____ day of ~~October~~ ^{November}, 2018.

[Signature]
Stephanie M. Schaap
Counsel for Julianna Woessner

EXECUTED this 18 day of ~~October~~ ^{November}, 2018

SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By:

[Signature]
Sonita Young,
Assistant Superintendent, Human Resources

As the attorney for Duval County School Board, the execution and delivery of the foregoing Settlement is approved this 15th day of ~~October~~ ^{November}, 2018.

[Signature]
Tracey Kort Parde,
Assistant General Counsel