

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into by and between Casey Looby on behalf of herself, her heirs, executors, administrators, legal representatives, and assigns ("Looby"), and the DeSoto County School District, its current and former administrators, its current and former Board Members, Superintendent, officers, employees, supervisors, directors, agents, and insurers, ("District"). Looby and the District shall be referred to collectively as the "Parties."

WHEREAS, Looby was employed by the District as a Teacher; and

WHEREAS, Looby was recommended for termination by the Superintendent on or about March 8, 2019; and

WHEREAS, Looby appealed that recommendation to the School Board for a hearing and the Board referred the case to the Division of Administrative Hearings ("DOAH") for the purpose of holding a hearing and issuing a recommended order; and

WHEREAS, a hearing was held before a DOAH administrative law judge ("ALJ") and the ALJ issued a Recommended Order; and

WHEREAS, Looby's contract was not renewed for the 2019-2020 school year; and

WHEREAS, the Parties desire to avoid the disruption and expense of further hearings and other potential litigation; and

WHEREAS, the Parties desire to fully and completely resolve and settle any and all issues and claims, known and unknown, which the Parties had, have, or may have had between them, including, but not limited to, Looby's termination, in an amicable fashion and without additional delay or further litigation;

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The District agrees to, no later than 20 days from the execution of this Agreement, tender payment to Looby in the total sum of \$10,000.00 as payment for any and all claims of damages of whatever nature or claims she has had or may have had, including any potential claim for back pay, attorney's fees, benefits, or other costs. Looby shall be issued a Form 1099 and shall be responsible for payment of any and all taxes.
2. Looby agrees that she has no further right to be employed by the District and that she will remain unemployed by the District.
3. The Parties warrant that they, either directly or indirectly, will not make any disparaging remarks about the other; including that Looby will not disparage the District, or any of the District's employees.

4. The District denies any violation of law or the Collective Bargaining Agreement ("CBA"), and this Agreement shall not act as any admission of fault, but in executing the Agreement, the District agrees to resolve these matters in the spirit of cooperation and good labor relations and to avoid disruption, inconvenience, or distraction to the District's operations.
5. The Parties agree that this Agreement and the Recommended Order shall not set any precedent or be considered for any purpose by the Parties related to the resolution of any future grievances or appeals.
6. The Parties agree that this Agreement extinguishes the School Board's requirement to enter a final order following the ALJ's Recommended Order.
7. The Parties agree that the terms and conditions of this Agreement are public records under Chapter 119, Florida Statutes. The Parties agree, however, that they will refrain from discussing any of the terms and conditions in this Agreement any further unless compelled to do so by a state or federal court or governmental agency; provided the parties may state that no further action will be taken by the School Board.
8. **RELEASE:** The Parties intend to effectuate with this Agreement the complete extinguishment of any and all claims, known or unknown, that Looby may have against the District up to and including the date she executes this Agreement. Looby hereby unconditionally and irrevocably releases and forever discharges the District, of and from, and agrees not to sue and not to assert against it any charges, causes of action, claims and demands whatsoever, at law, in equity, or before any agency or commission of local, state, and federal governments, arising, or alleged to have arisen or which might have been alleged to have arisen, or which may arise under any law including, but not limited to, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sections 1981, 1983, and 1988, the Florida Whistle-blower's Act, the Family and Medical Leave Act, the Americans with Disabilities Act, the Florida Civil Rights Act, all other federal, state, or municipal anti-discrimination laws, the Florida Statutes, the United States and Florida Constitutions (including denial of due process, property or liberty interest rights, or free speech or association), any District policy, practice or procedure, any provision of the CBA, or any other statutory or common law claim by Looby for any type of relief, including, but not limited to, compensatory damages, exemplary damages, punitive damages, and attorney's fees and costs that Looby may have against the District, known or unknown, up to and including the date she executes this Agreement.
9. Looby agrees she has been adequately and properly represented by counsel of her choosing and has had the opportunity to consult her attorney prior to executing this Agreement.

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If contacted for a reference regarding Looby the School District will only provide her job title and dates of employment

IN WITNESS WHEREOF, the Parties have executed this Agreement, consisting of three (3) pages, as of the dates hereinafter appearing.

ON BEHALF OF THE DISTRICT

Cedric N. Union

Date: 09.23.19

Casey Looby
CASEY LOOBY

Date: 9/10/19

State of Florida
County of Charlotte

Sworn and subscribed before me this 10th day of September 2019 by CASEY LOOBY who is personally known to me or who has produced ICDL as identification.

[Signature]
Notary Public, State of Florida

My Commission Expires: 2/19/20



Sedna Hakim
Notary Public
State of Florida
My Commission Expires 2/19/2020
Commission No. FF 939613

