
**MEDIATED SETTLEMENT AGREEMENT
AND GENERAL RELEASE**

This Settlement Agreement and General Release ("the Agreement") is entered into by and between Plaintiff, ABRA TINA JOHNSON ("Johnson"), and Defendant, MADISON SCHOOL BOARD SCHOOL BOARD ("the School Board") as follows:

I. RECITALS

WHEREAS, Johnson initiated a lawsuit against the School Board in the Circuit Court of the Third Judicial Circuit, in and for Madison School Board, Florida, which was assigned Case Number: 2018-CA-00090, ("the Lawsuit");

WHEREAS, on August 7, 2019, Johnson and the School Board (together, "the Parties") participated in mediation with the services of a professional mediator and, through mediation, have agreed that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

NOW THEREFORE, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

II. RELEASE AND COVENANTS

1. Notwithstanding anything else herein, this Agreement is subject to and conditioned upon approval by majority vote of the School Board. The Agreement will be presented to the School Board for approval within 30-days of the date of this Agreement.

2. The School Board agrees that it, or others on its behalf, shall pay Johnson a total sum of eighty-thousand dollars (\$80,000.00) as full and complete settlement and satisfaction of any and all claims Johnson has or may have against the Released Parties (defined below), including but not limited to any claims for damages, attorneys' fees, and costs. This sum shall be paid in the form of check(s) payable to "Trust Account of Williams & Coleman, P.A." and counsel for Johnson shall be responsible for deduction of any fees and costs and distribution of net proceeds of the settlement amount. By payment of this sum, the Released Parties admit no liability with regard to any claim or potential claim by Johnson against them.

3. The payment of the above-referenced amount shall occur within thirty (30) days after approval as provided above, and after a fully executed original of this Agreement and I.R.S. Tax Form W-9 are returned to the School Board's counsel in this matter.

4. In exchange for the consideration described above, Johnson agrees to dismiss the lawsuit with prejudice and with each party being responsible for their own attorneys' fees and costs.

5. Johnson further releases the School Board, the Governor, and Senate of the State of Florida, and their current and former officials, officers, administrators, employees, agents, servants, third party administrators, legal representatives, insurers, third-party claims administrators, firms, successors, and assigns, along with any other person, partnership, corporation, association, organization or entity now or previously acting directly or indirectly in the interest of or on behalf of the School Board, along with any other related entities thereof, personally, officially, or in any capacity whatsoever, and all other persons or entities (collectively hereafter the "Released Parties"), from any and all manner of actions, suits, liens, debts, damages, injuries, claims and demands whatsoever, at law or in equity, arising out of or under any federal, state, or local law, statute, ordinance, public policy, Executive Order, or constitutional provision, or concerning any other claim of any type, whether known or unknown, which Johnson may now have or which Johnson may have had prior to the date of this Agreement, to the maximum extent permitted by law, including but not limited to those claims asserted in the lawsuit.

6. The Parties recognize and agree that execution of this Agreement and compliance with it by the School Board constitutes a total settlement and release of all claims against the Released Parties ever held by Johnson as of the date of this Agreement and is an agreement by Johnson, except as required by law, to never commence, prosecute, or aid in any action nor proceeding against the Released Parties based upon, or arising out of, any event occurring prior to the execution of this agreement and including, but not limited to the claims alleged in the lawsuit or otherwise arising out of or relating to Johnson's suspension from office by Executive Order of the Governor of the State of Florida. This provision shall not operate as a bar to a proper cause of action by Johnson based solely upon future conduct of the Released Parties occurring after the date of this Agreement.

7. The Parties agree that, aside from the amount of settlement, each of them shall bear their own attorneys' fees and costs incurred in connection with this matter including the preparation, review of, and entry into this Agreement.

8. The Parties acknowledge that they have each entered into this Agreement voluntarily and with full understanding of its terms and conditions; that they have been represented by competent legal counsel of their own choosing throughout the pendency of the negotiations leading to the entry into this Agreement; and that they have been advised regarding their rights.

9. Neither this Agreement nor act by the Parties is to be construed as an admission of any liability, wrongdoing or unlawful conduct by any party. It is understood and agreed that this Agreement is the compromise of disputed claims, that the Released

Parties expressly deny any liability for the acts complained of, and that this Agreement is intended merely to avoid litigation and, once and for all, to amicably end any dispute between the Parties.

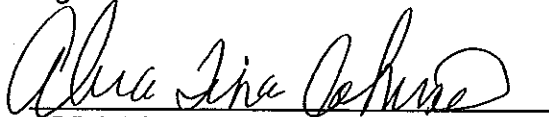
10. Johnson acknowledges and agrees that she will be responsible for any and all tax withholdings or other consequences arising from the payment herein under federal or state law. Johnson agrees to indemnify and hold harmless the Released Parties from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against Johnson on the payment of settlement funds herein by any person, entity, or corporation.


11. The terms of this Agreement are contractual, not a mere recital, and may be enforced by the Parties. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

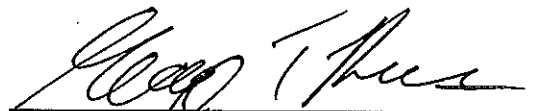
12. This Agreement shall be construed in accordance with the laws of the United States and the State of Florida. Venue for any dispute shall be Madison County, Florida.

THE UNDERSIGNED, HAVING READ AND UNDERSTOOD THIS RELEASE, VOLUNTARILY AND OF THEIR OWN FREE WILL, AGREE TO ALL OF ITS PROVISIONS.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of August 2019.


ABRA-TINA JOHNSON


JAMI COLEMAN, ESQ.


GEORGE T. REVES
ATTORNEY FOR THE
MADISON COUNTY SCHOOL BOARD


SCOTT L. SEAGLE, ESQ.