

FINAL RELEASE

This Final Release is made and entered into this 31st day of October 2024, by and between the Plaintiff/Charging Party, J. PAUL PEACOCK (hereinafter referred to as "RELEASOR"), and the Defendant/Respondent, FLAGLER COUNTY SCHOOL DISTRICT, and all current and former board members, trustees, superintendents, directors, officers, employees, administrative employees, agents, representatives, insurers, attorneys, legal representatives, and all persons acting by, through, under, or in concert with FLAGLER COUNTY SCHOOL DISTRICT (hereinafter collectively referred to as "RELEASEE").

WITNESSETH:

WHEREAS, RELEASOR and RELEASEE (hereinafter collectively referred to as "the Parties") desire to settle fully and finally, all differences and disputes between them, whether known or unknown, from the beginning of time up to and including the date of this Final Release is given, including but not limited to all claims raised in his EEOC Charge of Discrimination, (Charge No: 510-2023-08141) which was filed with the Florida Commission on Human Relations on November 28, 2023, and corresponding Complaint filed by RELEASOR with the Seventh Judicial Circuit Court in and for Flagler County, on or about February 27, 2024, assigned Case No.: 2024-CA-000120, including but not limited to allegations of retaliation, age discrimination, breach of the contractual covenant of good faith and fair dealing, and any and all other causes of action under Florida statutory and common law, including but not limited to, the Florida Civil Rights Act, or Federal statutory and common law, including but not limited to the Family Medical Leave Act, the Americans with Disabilities Act, the Fair Labor Standards Act, Title VII of the Federal Civil Rights Act, the Federal Whistleblowers Act and the Florida Whistleblowers Act, and all amendments thereto, as well as any and all state and federal administrative and civil proceedings known and unknown, or other claims which could have been filed against the RELEASEE in any forum from the beginning of the world up to and including the date this Final Release is signed.

NOW THEREFORE, in consideration of the premises and mutual promises herein contained, it is agreed as follows:

I. DENIAL OF LIABILITY; DENIAL OF WRONGFUL CONDUCT

It is acknowledged by the RELEASOR that this Final Release shall not in any way be construed as an admission by RELEASEE that it or any of its employees or former employees have ever acted wrongfully with respect to RELEASOR, or that RELEASOR has ever had any cause of action whatsoever against RELEASEE. RELEASEE does specifically disclaim and deny any and all liability to RELEASOR. The RELEASOR acknowledges that the RELEASEE has paid said funds referenced herein to resolve this matter and to eliminate any further litigation fees and costs to avoid the uncertainty associated with continued litigation.

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Initials: 

II. OTHER CLAIMS

RELEASOR represents that he has filed no other complaints, charges, or lawsuits against RELEASEE with any governmental agency, state or federal, and that he has not and will not file with any administrative or civil court, state or federal, based upon any of the acts or omissions alleged in the Complaints referenced herein or that may ever have occurred by and between RELEASEE and RELEASOR and RELEASOR hereby agrees to not file or make any further claims against RELEASEE at any time hereinafter based upon any of the acts or omissions alleged in the Complaint or in the Charge of Discrimination referenced herein or any acts or omissions by and between them from the beginning of the world up to and including the date of this Final Release, and upon receipt of the settlement funds set-forth herein, shall immediately authorize his counsel to execute a Request for Withdrawal of the Complaint(s) with Prejudice in Seventh Judicial Circuit, Flagler County, *Jon Paul Peacock v. Flagler County School District*, Case No.: 2024-CA-000120.

III. CONSIDERATION

Upon the execution of this Final Release, RELEASEE agrees to pay to RELEASOR the total amount of One Hundred Thousand Dollars and 00/100 Dollars (\$100,000.00), shall issue to RELEASOR, in full and final settlement of all claims asserted, or which could have been asserted, by RELEASOR against RELEASEE. RELEASOR agrees to accept as full and final settlement of all claims asserted, or which could have been asserted, against RELEASEE, the total sum of One Hundred Thousand Dollars and 00/100 Dollars (\$100,000.00), of which Ten Thousand Dollars and 00/100 Dollars (\$10,000.00) is the consideration for the confidentiality provision of paragraph IV and the Non-Disparagement Interference in paragraph IX. Further, the June 8, 2023, evaluation titled: School-Based Professional Practice Worksheet (Evaluator Rating) shall be removed from RELEASOR'S personnel file. RELEASOR shall be entitled to a neutral job reference from RELEASEE whereby the information provided is limited to dates employed and positions held. For the avoidance of doubt, RELEASOR retains the right to submit a letter of rebuttal to the letter of reprimand he received on June 8, 2023. Said letter will be permanently attached to the letter of reprimand for reference.

IV. CONFIDENTIALITY

The considerations given and accepted pursuant to this Final Release do hereby include the understanding that ~~the~~ the parties intend to maintain in confidence the terms of this Final Release and do not intend to disclose to any members of the news media, or in any way publicize or cause to be publicized in any news or communications media, including but not limited to newspapers, magazines, journals, radio, television, on-line computer systems, social media and law-related publications, the facts of this case, the existence of this settlement unless required by law or as required to inform accountants, regulatory agencies and other financial or governmental organizations for bona fide tax purposes and/or related requirements. Should a party be asked about the resolution of the Claim or about this Final Release, the party shall state

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only that all issues have been resolved. Notwithstanding the foregoing, RELEASOR acknowledges that RELEASEE is a public entity and, as such, the terms of this Final Release are subject to public disclosure pursuant to Florida Law.

V. CONSULTATION WITH COUNSEL

RELEASOR represents and agrees that he fully understands his right to discuss all aspects of this Final Release with his attorney and RELEASOR acknowledges that he has conferred with his attorney, and RELEASOR acknowledges that he has executed this Final Release freely and voluntarily and with the intent that this Final Release be binding by and between RELEASOR and RELEASEE.

VI. GENERAL RELEASE

As a material inducement to RELEASEE to enter into this Final Release, RELEASOR hereby irrevocably and unconditionally releases, acquits, and forever discharges RELEASEE and each of RELEASEE'S current and former board members, directors, officers, superintendents, employees, administrative employees, agents, insurers, representatives, attorneys, legal representatives, and all persons acting by, through, under, or in concert with any of them, from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, including but not limited to, any and all rights arising out of alleged violations of any contracts or agreements, express or implied, or any tort, or any federal, state, or local law, statute, ordinance, administrative regulation, public policy or Executive Order such as, but without limitation, the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e to 2000e-17; the Age Discrimination in Employment Act, as amended 29 U.S.C. §621 et seq.; the Employee Retirement Income Security Act, 29 U.S.C. §1001 et seq.; the Civil Rights Act of 1866, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1871, as amended, 42 U.S.C. §1983, 1985; Executive Order 11246; the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701-796i; the American with Disabilities Act of 1990, as amended, 42 U.S.C. §12101-12212, the Florida Civil Rights Act, as amended, Fla. Statute §760.01-760.11; the Florida Whistleblower's Act; or any other relevant local, state, or federal constitutional claim, right, public policy, or cause of action founded in tort, contract, or other statutory or common law causes of action including, but not limited to, actions based on any alleged misrepresentation, whistleblower's action, retaliation, defamation, invasion of privacy, assault, battery, intentional or negligent infliction of emotional distress, discrimination, harassment, hostile work environment, discrimination or negligence, which RELEASOR now has, owns, or holds, or claims to have, own, or hold, or which RELEASOR at any time heretofore had, owned, held, or claimed to have against the RELEASEE, from the beginning of the World until the date this Final Release is signed.

Similarly, as a material inducement to RELEASOR to enter into this Final Release,

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Initials 

RELEASEE hereby irrevocably and unconditionally releases, acquits, and forever discharges RELEASOR from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, known or unknown, suspected or unsuspected, including but not limited to, any and all rights arising out of alleged violations of any contracts or agreements, express or implied, or any tort, or any federal, state, or local law, statute, ordinance, administrative regulation, public policy or Executive Order, including without limitation any pending matter before the Florida Department of Education.

VII. KNOWING AND VOLUNTARY WAIVER

For the purpose of implementing a full and complete release and discharge, the parties expressly acknowledges that this Final Release is intended to include in its effect, without limitation, all claims which a party does not know, or suspect, to exist at the time of execution hereof, and that this Final Release contemplates the extinguishment of any and all such claim or claims.

VIII. NO REPRESENTATIONS

RELEASOR represents and acknowledges that in executing this Final Release he does not rely, or has not relied, upon any representation or statement not specifically set forth herein made by RELEASEE or by any of RELEASEE'S agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Final Release or otherwise.

IX. NON-DISPARAGEMENT/NON-INTERFERENCE

RELEASOR and RELEASEE pledge not to disparage each other personally or professionally concerning this matter, or with respect to their relationship as employee and employer, respectively. RELEASOR further pledges not to take any action intended to disrupt the normal business operations of the RELEASEE or to otherwise interfere with the relationships between RELEASEE and its employees. Further, RELEASOR understands and agrees that absent a subpoena or court order she will not in any way provide aid, assistance, guidance, documents, or any other form of help to any persons who sues or attempts to sue or attempts to file any action against the RELEASEE.

X. DEFENSES

RELEASOR expressly acknowledges that this Final Release may be pled as a full and complete defense to and may be used as the basis for an injunction against, any claim, action, suit, or other proceeding which may be instituted or prosecuted by RELEASOR, or by anyone on RELEASOR's behalf, against RELEASEE for any and all claims hereby released.

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XI. BINDING EFFECT

The Parties expressly acknowledge that this Final Release is, and shall be binding upon, both Parties, and/or the successors and assigns of said Parties.

XII. SOLE AND ENTIRE FINAL RELEASE

RELEASOR expressly acknowledges that this Final Release contains the entire Final Release between the Parties, and that this Final Release's terms are contractual and are not a mere recital. The Parties expressly acknowledge that there exist no oral agreements or understandings which vary the terms or meaning of this Final Release. This Final Release supersedes and annuls any and all other agreements, contracts, promises, representations, whether oral or written, made by or on behalf, any parties and/or the successors and assigns.

XIII. MODIFICATION

This Final Release may not be amended except in a writing that is signed by RELEASEE and RELEASOR.

XIV. GOVERNING LAW/VENUE

This Final Release shall be construed according to Florida law, and where applicable, Federal law. Exclusive venue for any legal action brought under, or related to, this Final Release shall be in Flagler County, Florida.

Should a breach of this Final Release occur, the RELEASEE may seek an appropriate remedy from a court of law which remedy is hereby agreed upon by RELEASOR to be complete disgorgement of the consideration set forth in paragraph III, and shall be entitled to reasonable attorney's fees and costs up to and including fees incurred through any appeals.

XV. PREPARATION OF THIS FINAL RELEASE

RELEASOR expressly acknowledges that all of the terms of this Final Release have been jointly negotiated by the parties hereto and that this Final Release has been jointly drafted and therefore, shall not be construed against any of the parties on the basis of who prepared it.

RELEASOR'S EXECUTION

RELEASOR, J. PAUL PEACOCK, ATTESTS THAT HE HAS READ THIS FINAL RELEASE CAREFULLY AND UNDERSTANDS THAT THIS FINAL RELEASE INCLUDES A CONFIDENTIALITY AND A NON-DISPARAGEMENT PROVISION AND A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. RELEASOR ACKNOWLEDGES THAT HE HAS ENTERED INTO THIS FINAL RELEASE FREELY AND VOLUNTARILY AND THAT HE HAS HAD THE BENEFIT OF THE ADVICE OF HIS OWN ATTORNEY, AND RELEASOR ACKNOWLEDGES THAT HE FULLY UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS FINAL RELEASE TO HER COMPLETE SATISFACTION.

Executed in the City of Deland, State of Florida,
this 31 day of October 2024.



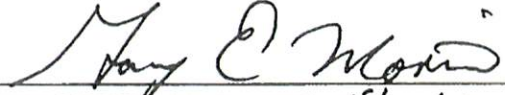
J. PAUL PEACOCK
RELEASOR

STATE OF Florida)
) :ss
COUNTY OF Volusia)

Before me, the undersigned authority, on this this 31 day of October 2024, personally appeared J. PAUL PEACOCK, who is [] personally known to me or [] who has produced FL Driver License as identification, who took an oath, and who acknowledged to me that she executed this Final Release for the purpose and consideration therein expressed.



GARY E. MORIN
Notary Public
State of Florida
Comm# HH526751
Expires 7/22/2028



NOTARY PUBLIC, State of Florida,
Commission Expires: 7/22/2028

Initials: 

RELEASEE'S EXECUTION

Executed in the City of Bunnell, State of Florida, this 12th day of November 2024.



William Ferry,
Authorized Representative in their capacity as
Chairman, Flagler County School Board,
RELEASEE

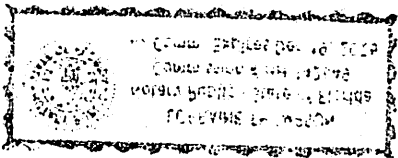
STATE OF FLORIDA)
) :ss
COUNTY OF FLAGLER)

Before me, the undersigned authority, on this this 12th day of October 2024, personally appeared William Ferry, who is [] personally known to me or [] who has produced _____ as identification, who took an oath, and who acknowledged to me that she executed this Final Release in her capacity and for the purpose and consideration therein expressed.



Lorraine Thompson
NOTARY PUBLIC, State of Florida,
Commission Expires: 12/19/2026

Initial: 



Handwritten notes in Cyrillic script, including the word "Служба" (Service).

Handwritten text in Cyrillic script.

Handwritten text in Cyrillic script.

