

**SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** made by and between  
**GINGER D'AMICO** (hereinafter referred to as "D'Amico"),

**A**

**N**

**D**

**BROWNSVILLE AREA SCHOOL DISTRICT** (hereinafter referred to as "the School District"),

**WITNESSETH:**

**WHEREAS**, D'Amico was suspended by the School District on January 11, 2010;

**WHEREAS**, D'Amico protested the suspension and filed a grievance on January 19, 2010;

**WHEREAS**, D'Amico was reinstated on February 5, 2010;

**WHEREAS**, D'Amico's pay was docked for January 11, 2010 through February 8, 2010, with total wages of \$4,411.24 deducted;

**WHEREAS**, the American Civil Liberties Union ("the ACLU"), on behalf of D'Amico, has threatened the filing of federal lawsuit for alleged violations of her civil rights relating to the suspension;, and,

**WHEREAS**, D'Amico and the School District want to resolve any and all disputes and any controversies between D'Amico and the School District.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and other good and sufficient consideration, D'Amico and the School District agree as follows:

1. The School District, by way of its insurer, shall pay a total of Ten Thousand Dollars (\$10,000.00) to D'Amico and her counsel, the ACLU. The School District makes no representations as to the tax consequences of said payment of moneys, and D'Amico and the ACLU bear sole responsibility for any tax consequences.

2. The School District and D'Amico, by way of her union representation, shall stipulate to the following to resolve the grievance filed by D'Amico on January 19, 2010.

- Any reference to the activities underlying the suspension shall be expunged from D'Amico's personnel file and destroyed; and,
- The School District shall reimburse D'Amico for the wages withheld pursuant to the suspension. This constitutes \$4,411.24 for gross pay, with D'Amico receiving \$2,842.34 in net pay after deductions.

3. In exchange for the consideration outlined in this Settlement Agreement and Release, D'Amico, for herself, her respective heirs, executors, administrators, attorneys, successors and assigns, does hereby irrevocably and unconditionally remise, release and forever discharge the School District, their agents, servants, employees, board members, attorneys, insurance attorneys and insurance representatives, past and present, from any and all claims, charges, complaints, demands, liabilities, obligations, promises, controversies, damages, rights, actions, suits, costs, losses, debts, expenses (including attorney's fees and costs actually incurred), including ,but not limited to, those claims contained in her grievance filed on January 19, 2010, the allegations presented on her behalf by the ACLU and any causes of action or claims of whatever kind, nature and character, in law or in equity, which D'Amico now has, may

have or claims to have, up to and including the date of this Settlement Agreement and Release against the School District, their agents, employees, board members, and/or counsel by reason of any claims within whatsoever, including, but not limited to, any claims under the Pennsylvania Human Relations Act, The Age Discrimination in Employment Act, The Older Worker's Benefit Protection Act, The American's With Disabilities Act, The Employee Retirement Income Security Act, The Rehabilitation Act of 1973, Executive Order 11246, The Pennsylvania Wage Payment and Collection Law, The Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1991, the Constitutions of the United States and the Commonwealth of Pennsylvania, any collective bargaining agreement, or any other federal, state or local statute or ordinance, and any claim pertaining to unlawful discrimination, any Commonwealth claims for breach of contract, wrongful discharge or otherwise.

4. This Agreement shall not in any way be construed as an admission by the School District of any wrongdoing whatsoever, nor may it be construed as an admission by the School District of any liability or unlawful conduct, by whom such allegations are expressly denied.

5. Should any provision of this Settlement Agreement and Release be declared or determined by any court to be illegal or invalid, other than the release and waiver of claims provisions set forth herein, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Settlement Agreement and Release.

6. D'Amico represents that she has not heretofore assigned or transferred, or purported to assign or transfer to any person or entity, any claim or any portion thereof or interest therein.



7. D'Amico represents and acknowledges that in executing this Settlement Agreement and Release that she does not rely and has not relied upon any representation or statement made by anyone or any of the School District, agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Settlement Agreement and Release or otherwise.

8. This Settlement Agreement and Release is made and entered in the Commonwealth of Pennsylvania and shall, in all respects, be interpreted, enforced, and governed under the laws of said Commonwealth.

9. In the event of a breach of this Settlement Agreement and Release, the non-breaching party is entitled to pursue any and all remedies at law or in equity, which may exist as a result of such breach.

10. This Settlement Agreement and Release sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings between the Parties inconsistent herewith. This Settlement Agreement and Release may not be modified except by writing and signed by both Parties. The effective date of this Settlement Agreement and Release is the later date of execution by the School District or employee.

11. D'AMICO STATES THAT SHE HAS CAREFULLY READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, KNOWS AND UNDERSTANDS THE CONTENT THEREOF, WHICH INCLUDES A FULL RELEASE OF ANY AND ALL CLAIMS, HAS HAD A FULL AND ADEQUATE OPPORTUNITY TO CONSULT WITH THE ATTORNEY OF HER CHOOSING REGARDING THE SETTLEMENT AGREEMENT AND RELEASE, FREELY AND VOLUNTARILY

CONSENTS TO ALL OF THE TERMS AND CONDITIONS THEREOF, AND THAT SHE SIGNS THE SAME AS HER OWN FREE ACT.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year set forth below.

WITNESS:

\_\_\_\_\_  
Date: 10/22/10

  
\_\_\_\_\_  
D'Amico

WITNESS:

  
\_\_\_\_\_

Date: 6/23/2010

ATTEST:

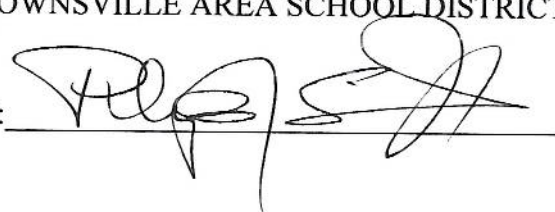
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Date: 7-12-10

Witold Walczak

\_\_\_\_\_  
The American Civil Liberties Union

BROWNSVILLE AREA SCHOOL DISTRICT

BY:   
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