

MEMORANDUM OF SETTLEMENT AGREEMENT

Myles Wilson, by and through his undersigned counsel, and Fayette County Board of Education (as defined below in **Section 1**), by its undersigned counsel, willingly and voluntarily enter into this Memorandum of Settlement Agreement (hereafter "Agreement"). This Agreement is expressly contingent upon the approval of same by the Fayette County Board of Education in its upcoming meeting on June 3, 2010.

For reasons mutually agreeable to the parties, Myles Wilson and Fayette County Board of Education (as defined below in **Section 1**) and their insurer The Tennessee Risk Management Trust are entering into this Agreement (hereafter "Agreement") because they mutually desire to have an orderly and complete termination of the lawsuit styled *Myles Wilson vs. Fayette County School Board, Fayette County Schools, Robert Redditt, Individually and in his Professional Capacity, David Barnes, Individually and In his Professional Capacity, Nancy Johnson Individually and in her Professional Capacity, Linda Barton, Individually and in her Professional Capacity, Bryan O'Brien, Individually and in his Professional Capacity, Docket No. 09-02862*, and any and all claims that arise out of or relate in any manner to that cause of action, any and all claims asserted against individual Fayette County Board of Education members Robert Redditt, David Barnes, Nancy Johnson, Linda Barton, and Bryan O'Brien, or any and all claims that arise out of or relate in any manner to his employment relationship with Fayette County Board of Education, including the Employee's employment with, alleged termination from and/or buyout by Fayette County Board of Education and any other contacts and relationship to date with Fayette County Board of Education.

The parties further acknowledge that this Agreement is entered into subject to approval by the Board. In further consideration of their mutual promises and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Definitions:

- a. As used in this Agreement, the term "Fayette County Board of Education" shall mean Fayette County Board of Education and its individual school board members, which shall include Mr. David Barnes, Ms. Linda Barton, Mr. Bryan O' Brien, Ms. Patricia Burnette, Ms. Nancy Johnson, Mr. Robert Redditt, Ms. Evangeline Shaw, Ms. Nadalyn Shelton, and Ms. Marandy Wilkerson; The term "Fayette County Board of Education" shall also include all past or present employees of Fayette County Board of Education, including its Acting Director of Schools, Ms. Louise Holloway, its administrators, teachers, and staff; The term Fayette County Board of Education shall also include all Defendants named in the Federal District Court lawsuit styled as *Myles Wilson vs. Fayette County School Board, Fayette County Schools, Robert Redditt, Individually and in his Professional Capacity, David Barnes, Individually and In his Professional Capacity, Nancy Johnson Individually and in her Professional Capacity, Linda Barton, Individually and in her Professional Capacity, Bryan O'Brien, Individually and in his Professional Capacity, Docket No. 09-02862*; and any and all affiliates, predecessors and successors in interest, assigns, agents, or representatives

of all persons or entities heretofore enumerated within this **Section 1** definition. The term "Fayette County Board of Education" shall also include The Tennessee Risk Management Trust.

- b. As used in this Agreement, "The Employee" means Myles Wilson, who resides in the State of Tennessee, and his heirs, executors, administrators, and assigns (hereinafter referred to as "The Employee").

Section 2. Fayette County Board of Education's Agreements.

In exchange for The Employee's promises contained in this Agreement, Fayette County Board of Education agrees to accept the terms of the buyout of his contract, which occurred on December 3, 2009. The terms of the buyout included the payment of The Employee's salary in the same amount, and upon the same schedule, as was in place before the buyout of The Employee's contract on December 3, 2009.

Additionally, The Fayette County Board of Education will pay 15 days of vacation, which equates to \$6,172.20 less applicable tax and withholding deductions, and \$11,500.00 in non-economic damages, which is reflective of the claimed compensatory/general damages sought by The Employee incident to the December 3rd buyout of The Employee's contract. The Fayette County Board of Education also agrees to pay The Employee's attorney fees in the amount of \$15,575.00. The Fayette County Board of Education will also, subsequent to its approval of this Agreement, announce the following at its meeting in which this Agreement is approved: "The Fayette County Board of Education announces that Mr. Myles Wilson was not afforded the requisite notice in advance of the December 3rd meeting in which the buyout of his contract occurred. The Fayette County Board of Education and Mr. Wilson have entered into a settlement

agreement that is in the best interests of both parties and, most importantly, in furtherance of the best interests of the administration, the faculty, and the students of Fayette County Board of Education, and the community at large.”

The Employee, in consideration for the foregoing settlement monies, hereby remises, releases, and forever discharges Fayette County Board of Education and its individual members Robert Redditt, David Barnes, Nancy Johnson, Linda Barton, and Bryan O’Brien and any other person, firm or corporation, of and from any and every claim, demand, right or cause of action, of whatsoever kind or nature, by reason of The Employee’s employment with, contractual buyout by and/or alleged termination from Fayette County Board of Education.

Fayette County Board of Education will pay the settlement monies referenced herein upon the approval of this Agreement by the Board and execution of a General Release and Settlement Agreement, which will incorporate the terms of this Agreement, and the execution of an Order of Stipulation of Dismissal with Prejudice of the pending Federal District Court action.

Section 3. The Employee’s Agreements.

- a. The Employee realizes that there are many laws and regulations regulating employment, including, but not limited to, the Fifth and Fourteenth Amendments to the Constitution of the United States of America, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Employee Retirement Income Security Act of 1974 (ERISA), the Equal Pay Act, federal and state wage payment laws, the Americans With Disabilities Act and state equivalents, Age Discrimination in Employment Act, Executive

Order 11246, Rehabilitation Act of 1973, the Fair Labor Standards Act, the National Labor Relations Act, as amended, 42 U.S.C. Section 1981, 42 U.S.C. Section 1982, 42 U.S.C. Section 1983; 42 U.S.C. Section 1985, 42 U.S.C. Section 1986, 42 U.S.C. Section 1987, 42 U.S.C. Section 1988, the Tennessee Human Rights Act (T.C.A. 4-21-101 et seq.), the Teacher's Tenure Act (T.C.A. 49-5-501 et seq.), the Tennessee Whistleblower's Statute (T.C.A. 50-1-304), the state and/or federal medical leaves acts, and various other federal, state, and local statutes, laws, and ordinances, as well as common law causes of action for wrongful or retaliatory discharge, tortious discharge, breach of employment contract, deprivation of rights, duties and responsibilities of his employment and position, entitlement to vacation pay, defamation, misrepresentation, conspiracy, negligent supervision, violation of public policy or invasion of privacy, outrageous conduct, and intentional or negligent infliction of emotional distress, and all claims that were raised, could have been raised, or arise out of or relate in any manner to those asserted in the case of *Myles Wilson vs. Fayette County School Board, Fayette County Schools, Robert Redditt, Individually and in his Professional Capacity, David Barnes, Individually and In his Professional Capacity, Nancy Johnson Individually and in her Professional Capacity, Linda Barton, Individually and in her Professional Capacity, Bryan O'Brien, Individually and in his Professional Capacity, Docket No. 09-02862*. In consideration of the foregoing settlement monies described in Section 2 above, The Employee knowingly and voluntarily waives and releases all

rights and claims, both known and unknown, arising under any of the aforementioned statutory or common law causes of action which he might otherwise have against Fayette County Board of Education regarding any aspect of The Employee's employment with, alleged termination from and/or contractual buyout by Fayette County Board of Education;

- b. Further, in consideration of the foregoing settlement monies described in Section 2 above, and in accordance with the Older Workers Benefit Protection Act of 1990, The Employee, Myles Wilson, knowingly and voluntarily waives and releases all rights and claims, both known and unknown, arising under the Age Discrimination In Employment Act of 1967, as amended, and its counterpart under the Tennessee Human Rights Act, which he might otherwise have against Fayette County Board of Education regarding any aspect of The Employee's employment with Fayette County Board of Education, including the Employee's employment with, alleged termination from and/or buyout by Fayette County Board of Education and any other contacts and relationship to date with Fayette County Board of Education. The Employee is further aware that he has the right to seek the advice of legal counsel and consult with this counsel about the terms of this Agreement before he signs this Agreement. The Employee is further aware that he has the right to consider this Agreement for a period of 21 days from this date of February May 25, 2010, before he signs this Agreement. The Employee expressly understands that should he sign this Agreement before that 21-day period that he voluntarily waives the right to consider this

Agreement for 21 days. For example, should The Employee sign this Agreement on today's date of May 25, 2010, he is expressly waiving his right to consider this Agreement for that 21-day period. Further, The Employee is aware that he has seven days from the date that he signs this Agreement to revoke this Agreement. For example, should The Employee sign this Agreement on today's date of May 25, 2010, he will have until the close of business on June 1, 2010, to revoke this Agreement. Revocation of this Agreement is not effective unless The Employee, or his counsel, Mr. Michael Floyd or Mr. Darrell O'Neal, notify Mr. Charles M. Purcell, counsel for Fayette County Board of Education, by facsimile letter of his need to revoke this Agreement. Mr. Purcell's facsimile number is 731-423-4732. In the event The Employee revokes this Agreement, then the consideration outlined in Section 2 must be returned by The Employee to Fayette County Board of Education on the date of revocation;

- c. In further consideration for the settlement monies described in Section 2 above, The Employee agrees not to reapply for employment with the Fayette County Board of Education through the date of June 30, 2011.; and
- d. The Employee expressly acknowledges and hereby agrees that the Fayette County Board of Education shall pay him no other compensation, salary, benefits, or any other monetary amount beyond that which is expressly enumerated within **Sections 2 and 3.**

Section 4. Stipulation of Dismissal Upon execution of the Agreement and approval by the Fayette County Board of Education, The Employee and Fayette County

Board of Education will file a Stipulation of Dismissal with Prejudice in the present matter of *Myles Wilson vs. Fayette County School Board, Fayette County Schools, Robert Redditt, Individually and in his Professional Capacity, David Barnes, Individually and In his Professional Capacity, Nancy Johnson Individually and in her Professional Capacity, Linda Barton, Individually and in her Professional Capacity, Bryan O'Brien, Individually and in his Professional Capacity*, in the United States District Court for the Western District of Tennessee, Docket No. 09-02862, along with a proposed order for the Court, dismissing the case with prejudice and without costs to any party, as it is agreed by The Employee and Fayette County Board of Education that each side shall bear its own costs. Moreover each side shall bear the expense of its own attorney fees with the sole exception of the agreement by Fayette County Board of Education to pay The Employee \$15,575.00 in attorney fees (see **Section 2**). In addition, no party shall file a bill of costs with the Federal District Court and no court costs shall be awarded. Finally, the Fayette County Board of Education will pay The Employee's share of the mediation costs incurred on this date of May 25, 2010.

Section 5. No Admission. This Agreement shall not in any way be construed as an admission by Fayette County Board of Education or Myles Wilson that they have acted wrongfully with respect to each of this, and Fayette County Board of Education specifically disclaims any such liability to The Employee.

Section 6. Entire Agreement. This Agreement contains all of the terms, promises, representations, and understandings between the parties and shall bind and inure to the benefit of The Employee and Fayette County Board of Education and their respective successors, heirs, and legal representatives. This Agreement may not be

amended, modified, or changed orally, but only by agreement in writing and signed by the parties.

Section 7. Severability. Should any section or portion of this Agreement be held unreasonable and unenforceable by any court of competent and final jurisdiction, such decision of the court shall apply only to the specific section or portion involved and shall not invalidate the remaining sections or portion of this Agreement.

Section 8. Applicable Law. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Tennessee.

Having read this Agreement, The Employee, Myles Wilson, agrees that he is entering into this Agreement knowingly and voluntarily and that no promises, representations, or inducements not expressly set forth in this Agreement were made to him which caused him to sign this Agreement. The Employee, Myles Wilson FURTHER ACKNOWLEDGES THAT HE HAS READ AND FULLY UNDERSTANDS THE MEANING AND INTENT OF ALL OF THE PROVISIONS AND TERMS OF THIS AGREEMENT, INCLUDING THE FINAL BINDING EFFECT OF HIS WAIVER OF RIGHTS UNDER SECTION 3 ABOVE.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated below.

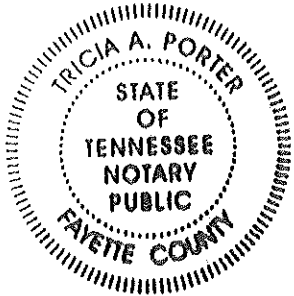
Myles Wilson
Myles Wilson

STATE OF TENNESSEE:

COUNTY OF Fayette

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE 25th DAY OF MAY, 2010.

Tricia A. Porter
NOTARY PUBLIC



My Commission Expires: 12-8-2013

Michael G. Floyd
Michael G. Floyd
Attorney for Myles Wilson

Darrell J. O'Neal
Darrell J. O'Neal
Attorney for Myles Wilson

Charles M. Purcell
Charles M. Purcell
Attorney for Fayette County Board of Education

Thomas M. Minor
Thomas M. Minor
Attorney for Fayette County Board of Education

R. Dale Thomas
R. Dale Thomas
Attorney for Fayette County Board of Education