

# Settlement Agreements for the 21<sup>st</sup> Century

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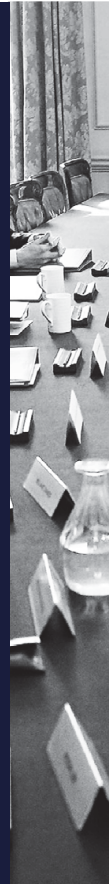
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## Settlement Agreements for the 21<sup>st</sup> Century

- Tone
- Legalese
- Scope



## The Preamble

- Skip the complicated “Whereas’s”!

DISTRICT and EMPLOYEE wish to resolve any disputes between them in a mutually satisfactory and beneficial manner. They voluntarily execute this Settlement and Full and Final Release Agreement (“Agreement”) with the express intention of settling and extinguishing all obligations, demands, claims, causes of action, and liability of whatever nature arising from the lawsuit styled as Civil Action No. \_\_\_\_\_ (hereinafter referred to as “THE LAWSUIT”) and any other obligations, demands, claims, and/or causes of action arising from EMPLOYEE’S employment with the DISTRICT, that were or could have been raised by EMPLOYEE as part of her LAWSUIT. This Agreement is entered into on behalf of the DISTRICT, its officers, employees, agents, attorneys, heirs, and successors, and EMPLOYEE, her agents, attorneys, affiliates, heirs, and successors.

## The Preamble

This Separation Agreement and Release of All Claims (“Agreement”) is entered into by and between EMPLOYEE and DISTRICT. As used in this Agreement, references to DISTRICT include any of its past, present, and future officers, employees, and agents.

EMPLOYEE AND DISTRICT desire to terminate all past, present, and potential controversies between them. In consideration of the promises and mutual covenants set forth in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, EMPLOYEE AND DISTRICT agree as follows:

# The Preamble

The DISTRICT and EMPLOYEE wish to resolve any disputes between the parties in a mutually satisfactory and beneficial manner. They voluntarily execute this Full and Final Release Agreement ("Agreement") with the express intention of settling and extinguishing all obligations, demands, claims, causes of action, and liability of whatever nature arising from EMPLOYEE's grievance complaint. This Agreement is entered into on behalf of the DISTRICT, its officers, employees, agents, attorneys, heirs, and successors and EMPLOYEE, her agents, attorneys, affiliates, heirs, and successors. This Agreement is subject to the following terms and conditions:



# The Release

Limit releases to existing claims: All of the releases and waivers in this Agreement shall only apply to claims, causes of action and complaints that arose before the execution of this Agreement, and shall not apply to any claims or causes of action or complaints that arise after the Agreement is executed.

Limit releases so that employer and employee have full defensive capability: None of the releases, waivers or indemnifications in this Agreement shall be construed in any way to limit EMPLOYEE from enforcing the terms of this Agreement, or from fully defending against any legal or administrative claims, causes of action, or litigation that may arise from enforcement of this Agreement.

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32<sup>nd</sup> Annual School Law Conference session

"Settlement Agreements for the 21st Century"