

SETTLEMENT AND RELEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That the Undersigned, TANYA PERRY MOUNT, for the sole consideration as set forth herein, the receipt and sufficiency whereof are hereby acknowledged, has released and forever discharges, and by these presents does release for the Undersigned, and for any and all heirs, executors, administrators, successors and assigns of the Undersigned, THE COUNTY BOARD OF EDUCATION OF RICHMOND COUNTY ("Board"), TED BROWN, Individually and in His Official Capacity as Captain of the School System Police Department, JANINA DALLAS, Individually and in Her Official Capacity as Principal of McBean Elementary School, and every other employee, agent or representative of the County Board of Education of Richmond County (both individually and in their official capacities and including all elected Board members), the aforesaid persons and entities being hereafter referred to as "Releasees", none of whom admit any liability to the Undersigned but all expressly deny any such liability, of and from all claims, demands, damages, actions or causes of action, on account of any and all damages, losses, or injuries of any description, resulting or to result, known or unknown, which have resulted or in the future may develop from events which are referenced and described in part in the Undersigned's Complaint filed in the case of *Tanya Perry Mount v. Richmond County School System, et al.*, including, but not limited to, all claims raised, or which could have been raised in Civil Action File No. CV 113-00199 filed in the U.S. District Court for the Southern District of Georgia.

The Undersigned promises and agrees, in return for the consideration extended to the Undersigned, to indemnify, hold harmless and to repay to any party released hereby all claims, damages, costs or expense that such party may hereafter be required by law to pay or assume because of any and all damages, losses, or injuries of any description sustained by the Undersigned, arising in whole or in part from the aforesaid events.

Solely in an effort to terminate the litigation and eliminate the continuing burden upon the financial and personnel resources of the Board, the Board has engaged in discussions with counsel for the Undersigned to explore options for the resolution of this dispute. In order to resolve the matter without

incurring additional expense, the Board agrees to provide reimbursement of certain administrative costs and expenses incurred to date by the Undersigned in connection with this litigation, and this reimbursement shall be in the amount of One Thousand Dollars (\$1,000.00). The Board agrees, notwithstanding any applicable zoning restrictions to continue to allow "SJ" (child of the Undersigned) to attend Goshen Elementary School, under the same terms and circumstances now existing. The Board agrees to rescind any current restriction upon the Undersigned's ability to enter upon property of the Board as referenced and described in part in the Undersigned's Complaint filed in the above-referenced civil action. The Undersigned shall remain subject to all policies and conditions relating to all parents and visitors on Board property.

Neither the Board, nor any other Releasee, nor the Undersigned, admits any wrongdoing of any description, and all such parties enter into this agreement solely for the purpose of accomplishing the mutually beneficial goal of terminating the litigation over disputed issues of fact and law. Neither execution of this agreement, nor any action taken in furtherance of this agreement, shall constitute or be deemed or construed as an admission of liability or wrongdoing, in any respect, by any Releasee, or the Undersigned. Furthermore, both Releasees and the Undersigned acknowledge that this agreement has been preceded by the public dissemination of a great deal of misinformation regarding this matter. Although this agreement is a public document which is available for public review and inspection, both Releasees and the Undersigned shall hereafter refrain from making any comments or statements, or issuing any communication of any description, relating to this matter which are of a disparaging nature regarding either the Undersigned or any Releasee. Except as may be necessary to convey information to their attorneys, accountants, or others providing professional services, the Undersigned and Releasees shall express no other matters relating to this controversy other than that it was resolved to the mutual satisfaction of all concerned parties.

The Undersigned hereby agrees to, and shall execute and file, an appropriate motion with the U.S. District Court for the Southern District of Georgia seeking to dismiss the above-referenced civil action with prejudice. It is agreed that neither the Undersigned, nor any Releasee, shall submit a bill of costs,

or seek an award of attorney fees or expenses. The Undersigned hereby expressly agrees to and shall waive any entitlement to attorney fees or costs.

The Undersigned represents and warrants that she has the right, authority, and capacity to execute this agreement and to receive the consideration specified in it, and that no other person or entity has any interest in the rights, claims, demands, damages, costs, expenses, actions, causes of action, lawsuits, or controversies which are the subject of this agreement. The Undersigned represents and warrants that she has not assigned or transferred, or purported to assign or transfer, any of the rights, claims, demands, or causes of action released hereby.

The Undersigned expressly disclaims any reliance of any kind or nature, whether in discovery or otherwise, on statements, actions and/or omissions of any kind made or allegedly made by any Releasee or any released party or entity, or their respective attorneys and agents.

The Undersigned understands and agrees that if any provision of this agreement shall be declared to be invalid or unenforceable by a court of competent jurisdiction, such provision or portion of this agreement shall be deemed to be severed and deleted from this agreement, but this agreement shall in all other respects remain unmodified and continued in full force and effect; provided, however, that this provision shall not preclude a court of competent jurisdiction from refusing to sever any provision if severance would be inequitable.

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia, notwithstanding any choice of law rule.

The Undersigned understands and agrees that this agreement constitutes the entire agreement concerning the subject matter herein, but no promise, agreement or inducement not herein expressed has been made to Undersigned, and this agreement supersedes and replaces all prior and contemporaneous agreements, negotiations, representations, warranties, and

understandings of the Undersigned as to the subject matter of this agreement, and that the terms of this agreement are contractual and not a mere recital.

Signed and sealed this _____ day of _____, 2014.

READ CAREFULLY BEFORE SIGNING!

TANYA PERRY MOUNT L.S.

Signed and sealed in the presence of:

Notary Public

COUNTY BOARD OF EDUCATION OF
RICHMOND COUNTY

BY: _____

As its

Signed and sealed in the presence of:

Notary Public

TED BROWN L.S.

Signed and sealed in the
presence of:

Notary Public

JANINA DALLAS L.S.

Signed and sealed in the
presence of:

Notary Public