

**SETTLEMENT AGREEMENT AND MUTUAL  
GENERAL RELEASE**

THIS SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE is made and entered into this 28<sup>th</sup> day of November, 2006, by and between RODERICK JACKSON (hereinafter "JACKSON") on the one hand and THE BIRMINGHAM BOARD OF EDUCATION (hereinafter "BBOE") on the other hand. Collectively referred to as the "Parties."

**WITNESSETH:**

WHEREAS, Jackson and BBOE desire to settle fully and finally all differences arising out of the lawsuit filed by Jackson against BBOE in the United States District Court for the Northern District of Alabama, styled *Roderick Jackson v. Birmingham Board of Education*, CV-01-BE-1866-S;

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

**FIRST:**

**Non-Admission of Liability.**

This Settlement Agreement and Mutual General Release shall not in any way be construed as an admission by BBOE that it has acted wrongfully with respect to Jackson or any other person, and BBOE specifically disclaims any liability to or wrongful acts against Jackson or any other person, on the part of itself, its employees or its agents.

**SECOND:**

**No Other Claims.**

Jackson covenants and represents that he has not filed any complaints or charges or lawsuits against BBOE (on his behalf or on the behalf of any others) with any governmental agency or any court, except for those in connection with Case No. CV-01-BE-1866-S.

**THIRD:**  
**Consideration.**

(1) BBOE will pay to Jackson Ten Thousand Eight Hundred Twenty-Five Dollars (\$10,825.00) as compensation for lost back-pay, Two Thousand Seven Hundred Fifty Dollars (\$2,750.00) as compensation for lost out-of-pocket expenses, and Thirty Six Thousand Four Hundred Twenty-Five Dollars (\$36,425.00) as compensation for mental anguish and emotional distress. BBOE shall issue a form W-2 for the back-pay payment and a form 1099 for the mental anguish and emotional distress payment within 120 days of the dismissal of this action.

(2) As further consideration, BBOE will pay Jackson's legal counsel the sum of Three Hundred Forty Thousand Dollars (\$340,000.00) as compensation for all claims to attorneys' fees and expenses.

(3) The parties agree to execute a Joint Motion to Dismiss and Stipulation for Dismissal on or before November 29, 2006, except that the Court shall, in accordance with the Consent Decree entered in this matter, retain jurisdiction for purposes of enforcement of the Consent Decree and this Agreement. The Consent Decree is attached as Exhibit "A" to this Settlement Agreement.

(4) As further consideration for settlement of Jackson's claims, the Board agrees as follows:

a) Jackson interviewed for and was selected for the position of head coach of the girls' basketball team at Jackson-Olin High School for the 2006-2007 school year. The Board shall produce minutes of its action confirming Jackson's appointment to this position;

b) The Board will pay Jackson an amount consistent with the annual salary paid by the Board to a head coach of a girls' basketball team at the High School level, commensurate with Jackson's years of experience;

c) In executing his coaching responsibilities, Jackson will be provided the same benefits and arrangements that the Board provides other head coaches;

d) The Board will remove from its files, including Jackson's personnel files, any documents that comment negatively about Jackson's performance as a coach at Ensley High School from August of 1999 until his nonrenewal in May of 2001;and,

e) The Board will not discriminate or retaliate against Jackson in any way, including, but not limited to, for making complaints of Title IX violations, and will provide him the same equal opportunities for advancement and promotion as all other employees of the Board . As further consideration for settlement of this matter, Jackson agrees to fulfill and comply with the requirements of his employment with the Board.

**FOURTH:**  
**Severability.**

The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain in full force and effect.

**FIFTH:**  
**Complete Release by Both Parties.**

(1) Except as herein otherwise agreed, each party hereby irrevocably and unconditionally releases, acquits and discharges the other and each of their present and former agents, directors, officers, employees, representatives, attorneys, and members of its governing board, and all persons acting by, through, under or in concert with any of them from any and all existing charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever. This includes the release of any claims arising out of this case and its factual background for sex or gender discrimination (or any other discrimination) that Jackson may have under federal, state or local law, including Title VII of the Civil Rights Act of 1964, as amended, 42 USC §§2000(e) *et. seq.*, and Title IX of the Education Amendments of 1972.

(2) Except as herein otherwise agreed, each party hereby irrevocably and unconditionally releases, acquits and discharges the other 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 attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected as of the date of the execution of this Agreement, by reason of any act or omission concerning any matter, cause, or thing arising out of this case and its factual background.

**SIXTH:**  
**Consultation with Counsel.**

Jackson and BBOE represent and acknowledge that they have discussed this Settlement Agreement and Mutual General Release with their respective attorney(s), that each has carefully read and fully understands all of the provisions of this Settlement Agreement and Mutual General Release, that each has been advised with respect to said provisions and that each is voluntarily entering into this Settlement Agreement and Mutual General Release.

**SEVENTH: EXHIBITS**

Exhibit "A" to this Settlement Agreement and General Release is the Consent Decree entered into between Jackson and the BBOE. Exhibit "B" is a copy of the minutes of the BBOE that confirm Jackson's appointment as head coach of the Jackson-Olin High School girls' basketball team.

**EIGHTH:**  
**Sole and Entire Agreement.**

This Settlement Agreement and General Release, and the exhibits thereto which are incorporated by reference, contains the entire agreement between the parties hereto, and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. The terms of this Settlement Agreement are contractual and not a mere recital.

**NINTH:**

For the purposes of this Settlement Agreement and General Release, neither party shall be deemed the writer of this document and they may not amend, revise or modify in whole or in part, the terms set forth herein, except pursuant to a separate writing agreed upon and signed by both parties.

**TENTH:**

This Agreement may be executed in counterparts, each of which shall be deemed an original for purposes of authentication, evidentiary validity, and in governance of all the parties hereto.

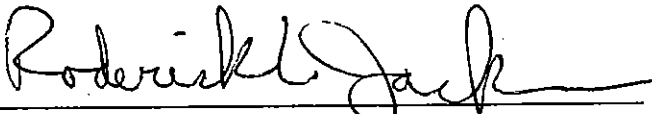
**ELEVENTH:**

In entering into this agreement, the parties acknowledge that, except to the extent addressed in paragraph Three (3) above, each side is to bear their own attorneys' fees and costs of litigation, and that no claim for such may be made at any subsequent time.

**TWELFTH:**

Each party to this agreement agrees to execute and to deliver such additional documents and instruments, and to perform such additional acts, as may be necessary to effectuate, consummate or perform any of the terms, provisions or conditions of this agreement.

Executed at Birmingham, Alabama, this 28<sup>th</sup> day of November, 2006.



**RODERICK JACKSON**

Executed at Birmingham, Alabama, this 28<sup>th</sup> day of November, 2006.

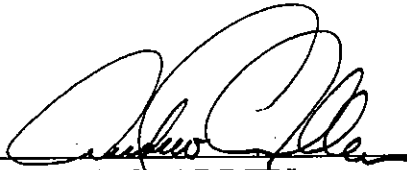
**BIRMINGHAM CITY BOARD OF EDUCATION**



By:

Its: Superintendent

**APPROVED AS TO FORM:**

  
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**ANDREW C. ALLEN**  
Whatley Drake & Kallas, LLC  
*Attorney for Plaintiff*

*Nov 17, 2006* ~~7~~ *ACT*  
\_\_\_\_\_  
**DATE**

*with permission*  
*Kenneth L. Thomas / Aphila C. Buchman*  
\_\_\_\_\_  
**KENNETH L. THOMAS**  
Thomas, Means, Gillis & Seay, P.C.  
*Attorney for Defendant*

*Nov. 28, 2006*  
\_\_\_\_\_  
**DATE**