

SETTLEMENT AGREEMENT

This Settlement Agreement and General Release (hereinafter "the Agreement") is made and entered into by and between Thomas R. Propst (hereinafter referred to as "Propst"), on the one hand, and on the other, the Hoover City Board of Education (hereinafter referred to as "Board"), on the other, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged and agreed by the parties, and the parties do hereby covenant and agree as follows:

WHEREAS, Propst has served as Head Football Coach at Hoover High School for nine (9) seasons;

WHEREAS, during that period Hoover High School has won five (5) State football championships;

WHEREAS, given recent developments and pending matters, Propst and the Hoover Board of Education have concluded that the interests of all involved would be best advanced on the following terms and conditions:

1. Resignation: Propst will resign his employment with the Board with and for an effective date of August 31, 2008. Payment of salary as of August 31, 2008 shall be inclusive of accrued and unused vacation.

2. Immediate Acceptance: Propst will tender his resignation to the Board as set forth in paragraph 1 with and through the execution of this Agreement enabling the Board to accept his resignation immediately. Stated otherwise, Propst will tender for immediate acceptance by the Board his resignation from employment with the Board with an effective resignation date of August 31, 2008.



3. Continuation of Coaching Duties: Propst shall remain in this position as Head Football Coach at Hoover High School through the completion of this football season, specifically including all post season play-off games.

4. Voluntary Transfer: At the end of the football season as set forth in paragraph 3 above, the Board will transfer Propst and Propst will accept a position as Administrative Assistant. Superintendent Andy Craig will determine as an administrative matter the reasonable duties and responsibilities that will be assigned to Propst. Propst's salary and benefits will remain the same for the remainder of Propst's employment with the Board, notwithstanding this transfer to a new position. Propst may engage in outside work and activities that do not interfere with his work with the Board. On that basis, Propst stipulates and agrees to waive his rights as a tenured employee to contest the transfer.

5. Annuity: The Board will purchase for Propst an annuity on or before August 31, 2008 in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00). The annuity shall be purchased and fully funded in the amount of \$120,000.00 before August 31, 2008. The Board and Propst will confer and mutually agree on all terms related to the purchase of the annuity, including, without limitation, the financial entity from whom the annuity is purchased with the explicit understanding that the cost to the Board will not exceed \$120,000.00.

6. Retirement Credit: The Board and Propst will cooperate to effect a transfer at the Board's expense one year of service credit from the Georgia Retirement System to the Alabama Retirement System. The Board will assume the full actual cost to secure that transfer of credit (which is currently estimated to be approximately Twenty-One Thousand Dollars (\$21,000.00)).



7. Mutual Considerations and Satisfaction: Propst and the Board agree that this agreement was reached in good faith, for the mutual benefit of both Propst and the Board, with the parties acknowledging and stipulating that the rights and interests of Propst and the Board were substantial, that litigation to resolve any difference would be prolonged, protracted and expensive, and that this agreement constitutes a compromise of disputed matters without admission of fault by either party on the terms set forth herein.

8. Non-Disparagement: Propst and the Board specifically agree, stipulate, covenant and warrant as an important consideration and inducement to this agreement, not to disparage the other party. Propst and the Board acknowledge, stipulate and agree, however, that they, separately and severally, have an obligation to cooperate fully with state and federal agencies, including, among others, the Alabama High School Athletic Association, and the Alabama Ethics Commission, and to comply with any and all legal requirements and obligations that govern their conduct.

9. Release of Claims: With this Agreement, Propst does hereby RELEASE, ACQUIT AND FOREVER DISCHARGE the Board; the Board members, both as individuals and as public officials; Andy Craig, both as Superintendent and as an individual; from any and all claims, known to have existed as of the Effective Date of this Agreement.

In turn, the Board and Superintendent Andy Craig do hereby RELEASE, ACQUIT AND FOREVER DISCHARGE Propst from any and all claims, known to have existed as of the Effective Date of this Agreement.

10. Complete Agreement: This Agreement supersedes any or all previous agreements between the parties if any there should be. Propst affirms that the only consideration for his executing this Agreement is the promises expressly contained or described herein. Propst



further represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any promise, inducement, representation, or statement by the Board, or its agents, representatives, or attorneys about the subject matter, meaning or effect of this Agreement that is not stated in this Agreement.

11. Binding Effect: This Agreement shall be binding upon Propst and upon his next of kin, heirs, attorneys, representatives, administrators, executors, successors and assigns, and shall apply fully to the Board.



12. Amendment, Modification or Waiver: This Contract shall not be amended, modified, or waived except in writing authorized, agreed upon, and executed by ~~the Contract~~ ^{Propst} ~~Principal~~ and the Board, upon the written recommendation of the Superintendent.



13. Severability: If during the term of this Contract it is found that part of the Contract is illegal and must be severed from the Contract, the remainder of the Contract shall remain in force, unless the severance causes the remainder of the Contract to fail in its essential purpose.

14. Advice of Counsel: The parties to this Contract represent that they have signed it (1) after ample, full, and mature deliberation, (2) with full authority to do so, (3) after having read the contract and had the opportunity to freely discuss it with counsel and any other advisor of each party's choice, and (4) that they are signing it voluntarily and fully aware of its contents and meaning.

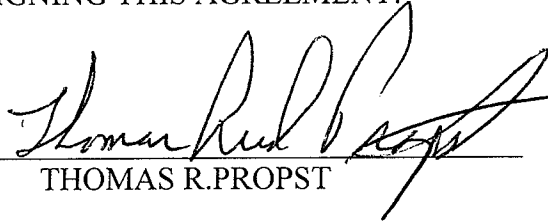
15. Counterparts: This Contract may be executed in two counterparts, each of which shall be deemed an original but all of which will constitute one and the same Contract.



16. Enforceability: Propst understands and acknowledges that this Agreement will become effective and enforceable immediately upon its execution. Propst further acknowledges and agrees that he has consulted with his attorneys regarding this Agreement.

17. Governing Law: This Agreement is made and entered into the State of Alabama and shall be interpreted, enforced and governed under the laws of Alabama. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

THE UNDERSIGNED HAS CAREFULLY READ THIS "SETTLEMENT AGREEMENT AND GENERAL RELEASE"; HE KNOWS AND UNDERSTANDS ITS CONTENTS; HE FREELY AND VOLUNTARILY AGREES TO ABIDE BY ITS TERMS; AND HE HAS NOT BEEN COERCED INTO SIGNING THIS AGREEMENT.

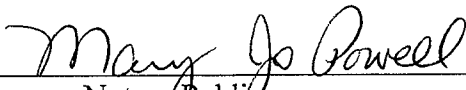


THOMAS R. PROPST

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Thomas R. Propst, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30 day of October, 2007.



Notary Public

[NOTARIAL SEAL] My commission expires: 4-28-08



Donna C. Frazier

President of the
Hoover City Board
of Education

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Donna Frazier, whose name as President for the Hoover City Board of Education is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, in his/her capacity as such President, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 2007.

Notary Public

[NOTARIAL SEAL] My commission expires: _____

Hoover City Board of Education:



Andy Craig,
As Superintendent on Behalf of
And as Authorized by the
Hoover City Board
of Education

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Andy Craig, Defendant and whose name as Superintendent for the Hoover City Board of Education is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such Superintendent, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this day of , 2007.

Notary Public

[NOTARIAL SEAL] My commission expires:_____