

## SETTLEMENT AGREEMENT AND RELEASE

THIS AGREEMENT entered into this 1st day of August, 2000 by and between

CITIZENS CONCERNED ABOUT OUR CHILDREN, an unincorporated association composed of the following individuals: Evelyn Brown, Ernestine Price, and James Sparks; Joan Hinton a/k/a/ JANE DOE, as Legal Guardian of Tiffany Hinton a/k/a/ MARY DOE; and James Sparks a/k/a/ J. SHAQ, as Parent and Legal Guardian of Leslie Sparks a/k/a/ L. SHAQ [hereinafter collectively referred to as "PLAINTIFFS"],

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate of the State of Florida [hereinafter referred to as "THE SCHOOL BOARD"].

WHEREAS, PLAINTIFFS have instituted that certain lawsuit known as *Citizens Concerned About Our Children; Jane Doe as Legal Guardian of Mary Doe; and J. Shaq as Parent and Legal Guardian of L. Shaq vs. The School Board of Broward County, Florida and Frank Petruzielo*, Case No. 95-6517-CIV-RYSKAMP, before the United States District Court for the Southern District of Florida.

WHEREAS, the Parties desire to amicably resolve the issues in this case.

For and in consideration of the good and valuable consideration described herein, the Parties agree as follows:

1. THE SCHOOL BOARD agrees to pay the amount of Four Hundred and Eighty Five Thousand and No/100 Dollars (\$485,000.00) designated as follows:
  - a. The settlement sum of Eighty Five Thousand Dollars (\$85,000.00) is designated as compensatory damages to be paid to TIFFANY HINTON a/k/a Mary Doe, a minor, through her next friend and guardian, JOAN HINTON a/k/a Jane Doe, receipt of which is hereby acknowledged.

- b. The settlement sum of Fifty Thousand Dollars (\$50,000.00) is designated as compensatory damages to be paid to LESLIE SPARKS a/k/a L. Shaq, receipt of which is hereby acknowledged.
- c. The settlement sum of Two Hundred and Fifty Six Thousand Dollars (\$256,000.00) is designated as attorneys' fees to be paid to the law firm of Fertig & Gramling.
- d. The settlement sum of Ninety Four Thousand Dollars (\$94,000.00) is designated as costs to be paid to the law firm of Fertig & Gramling.

2. THE SCHOOL BOARD reaffirms its longstanding commitment and policy that each child who is provided an education by The School Board of Broward County, Florida shall receive equal educational opportunities including equal access to current curriculum, i.e., educational materials, take home books, library materials, technology, and advance placement courses. THE SCHOOL BOARD shall continue to implement Paragraphs 2 through 11 of THE SCHOOL BOARD'S PROPOSAL TO PLAINTIFFS dated March 9, 1999 (see Exhibit A attached – letter of March 9, 1999 and applicable excerpts of proposal).

3. As part of the consideration for this Agreement, PLAINTIFFS hereby remise, release, acquit, satisfy, and forever discharge THE SCHOOL BOARD, its agents and employees, of and from all manner of action and actions, cause and causes of action, suits, debts, accounts, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law and in equity, which PLAINTIFFS ever had, now have, or which any personal representative, successor, heir, assign or member of the association of PLAINTIFFS hereafter can, or may have against THE SCHOOL BOARD, its agents and employees, upon or by reason of any matter, from the beginning of time to these days present, arising out of each and every relationship between the PLAINTIFFS and THE SCHOOL BOARD, including but not limited to any cause or thing whatsoever relating to the subject matter of this case, and this Agreement, to any action for the violation of the privacy rights of the students pursuant to Florida Statutes, Florida Constitution or federal laws.

4. It is PLAINTIFFS' responsibility to comply with Federal or state income tax requirements and guardianship administration requirements. As part of the consideration of this Agreement, PLAINTIFFS agree to indemnify and hold harmless THE SCHOOL BOARD for any demands, claims or actions brought by the Internal Revenue Service concerning said payment.

5. PLAINTIFFS will submit a Stipulated Motion for Dismissal with Prejudice of the law suit styled Citizens Concerned About Our Children; Jane Doe as Legal Guardian of Mary Doe; and J. Shaq as Parent and Legal Guardian of L. Shaq vs. The School Board of Broward County, Florida and Frank Petruzielo, Case No. 95-6517-CIV-RYSKAMP, in the United States District Court for the Southern District of Florida.

6. This Release includes, but is not limited to, any and all claims for damages, equitable relief or declaratory or any other action against THE SCHOOL BOARD set forth in that certain lawsuit styled Citizens Concerned About Our Children; Jane Doe as Legal Guardian of Mary Doe; and J. Shaq as Parent and Legal Guardian of L. Shaq vs. The School Board of Broward County, Florida and Frank Petruzielo, Case No. 95-6517-CIV-RYSKAMP, and specifically releases any and all persons, natural or corporate, allegedly responsible for the act or acts set forth in the Amended Complaint.

7. PLAINTIFFS further understand and agree that this settlement is a compromise of a disputed claim, and that the payment is not to be construed as an admission of guilt or liability by THE SCHOOL BOARD hereby released, and by whom liability is expressly denied.

8. PLAINTIFFS agree to defend, indemnify and hold THE SCHOOL BOARD harmless from and against all claims, demands, obligations or actions made by or owed to any parties represented by or claiming through PLAINTIFFS for issues litigated or that could have been litigated and settled herein and all related damages, costs and expenses.

9. The parties acknowledge that the settlement is a business decision and that the settlement was in the best interests of all the parties and eliminated protracted litigation and extensive costs and expenses related thereto.

10. If any action is brought pursuant to this agreement, each party shall bear its own costs and attorney fees. This Agreement shall not be construed to create a cause of action for damages.

11. This Agreement is not intended to create a cause of action for any third party or non-signatory to this Agreement. Third parties shall have no legally enforceable rights arising from this agreement.

12. The PLAINTIFFS and THE SCHOOL BOARD agree to mediate this Agreement prior to bringing an action for the enforcement of any of its provisions, each party shall bear its own mediation costs and attorney fees.

13. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and the laws of the United States.

14. This Settlement Agreement contains the entire agreement between PLAINTIFFS, and THE SCHOOL BOARD, with regard to the matters set forth herein and shall be binding upon the insurers, executors, administrators, personal representatives, heirs, successors and assigns of each.

15. Authority Provision: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

Executed at \_\_\_\_\_, Florida, this \_\_\_\_\_ day of July, 2000.

Witnesses:

TIFFANY HINTON, a minor, through  
her next friend and parent JOAN HINTON

JOAN HINTON

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared JOAN HINTON, next friend and parent of TIFFANY HINTON, a minor, after being duly sworn, deposed and says that she has read the foregoing and that the same is true and correct in all respects.

BE IT KNOWN, that on the \_\_\_\_\_ day of July, 2000 before me a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared JOAN HINTON, to me personally known, or who produced as identification

, and known to me to be the same person described in and who executed the within Settlement Agreement and Release.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above-written.

Notary Public

Print:

My Commission expires:

Witnesses:

  
LESLIE SPARKS

STATE OF FLORIDA

COUNTY OF BKOWARD

BEFORE ME, the undersigned authority, personally appeared LESLIE SPARKS, after being duly sworn, deposed and says that she has read the foregoing and that the same is true and correct in all respects.

Joan Hinton  
JOAN HINTON

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared JOAN HINTON, next friend and parent of TIFFANY HINTON, a minor. after being duly sworn, deposed and says that she has read the foregoing and that the same is true and correct in all respects.

BE IT KNOWN, that on the 1<sup>st</sup> day of August, 2000 before me a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared JOAN HINTON, to me personally known, or who produced as identification

Drivers license/FL, and known to me to be the same person described in and who executed the within Settlement Agreement and Release.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above-written.

Julia M Clay-Johnson  
Notary Public  
Print: JULIA MCLAY-Johnson

My Commission expires:



Julia M. Clay-Johnson  
Commission # CG 910527  
Expires Feb. 15, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Witnesses: Angelica Graham

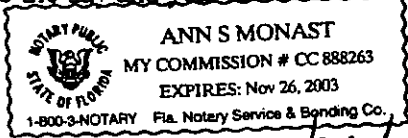
\_\_\_\_\_  
LESLIE SPARKS

STATE OF FLORIDA  
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared LESLIE SPARKS, after being duly sworn, deposed and says that she has read the foregoing and that the same is true and correct in all respects.

BE IT KNOWN, that on the 1 <sup>August</sup> day of July, 2000 before me a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared LESLIE SPARKS, to me personally known, or who produced as identification, and known to me to be the same person described in and who executed the within Settlement Agreement and Release.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above-written.



*Ann S. Monast*  
Notary Public  
Print: Ann S. Monast

My Commission expires: 11/26/03

STATE OF FLORIDA  
COUNTY OF BROWARD

*Edward Brown*

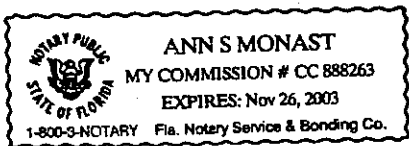
BEFORE ME, the undersigned authority, personally appeared EVELYN BROWN, after being duly sworn, deposed and says that she has read the foregoing and that the same is true and correct in all respects.

BE IT KNOWN, that on the 31 day of July, 2000 before me a Notary Public in and for the State of Florida, ~~duly commissioned~~ and sworn, personally came and appeared EVELYN BROWN, to me personally known, or who produced as identification, and known to me to be the same person described in and who executed the within Settlement Agreement and Release.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above-written.

My Commission expires:

11/26/03



*Ann S. Monast*  
Notary Public  
Print: Ann S. Monast

Witnesses:

Ernestine Price  
ERNESTINE PRICE

STATE OF FLORIDA

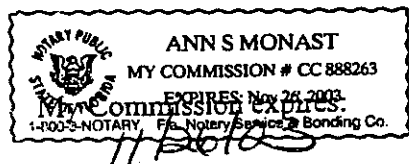
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared ERNESTINE PRICE, after being duly sworn, deposed and says that she has read the foregoing and that the same is true and correct in all respects.

BE IT KNOWN, that on the 31 day of July, 2000 before me a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared ERNESTINE PRICE, to me personally known, or who produced as identification, and known to me to be the same person described in and who executed the within Settlement Agreement and Release.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above-written.

Ann S Monast  
Notary Public  
Print: Ann S. Monast



Witnesses:

James Sparks  
JAMES SPARKS

STATE OF FLORIDA

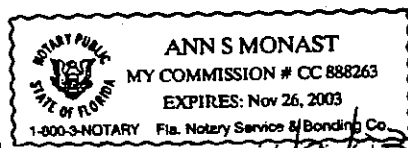
COUNTY OF BROWARD



BEFORE ME, the undersigned authority, personally appeared JAMES SPARKS, after being duly sworn, deposed and says that she has read the foregoing and that the same is true and correct in all respects.

BE IT KNOWN, that on the 1 day of August, 2000 before me a Notary Public in and for the State of Florida, duly commissioned and sworn, personally came and appeared JAMES SPARKS, to me personally known, or who produced as identification, and known to me to be the same person described in and who executed the within Settlement Agreement and Release.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of office the day and year last above-written.



*Ann S Monast*  
Notary Public  
Print: *Ann S. Monast*

My Commission expires: 11/26/03

Executed at Fort Lauderdale, Florida, on this 1<sup>st</sup> day of August, 2000.

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ATTEST:

By *Darla L. Carter*  
Darla L. Carter, Chairperson

By *Franklin L. Till*  
Dr. Franklin L. Till,  
Superintendent of Schools

Approved as to Form:  
By *Edward J. Marko*  
Edward J. Marko,  
School Board Attorney

## EXHIBIT A

2. The SCHOOL BOARD agrees to develop a plan to survey the schools to ascertain the number, quality, age, and availability of textbooks in relation to student enrollment and identify any gaps present. As a result of said survey and subsequent analysis of the results, the SCHOOL BOARD shall implement plans to provide equal allocation of current textbooks, district wide.

3. The SCHOOL BOARD agrees to develop a plan to survey the present technology within the schools, analyze this data to identify any gaps present. As a result of said survey and subsequent analysis of the results, the SCHOOL BOARD will implement plans to bring schools to parity in regard to the allocation and capacity of computers, and assure training of teachers in the use and application of technology and software.

4. The SCHOOL BOARD agrees to implement the developed Standards of Service for all schools. This will establish a county-wide grade level benchmark and a diagnostic/prescriptive procedure to identify all students needs. The SCHOOL BOARD will analyze this data and implement plans to address the conclusions of said analysis.

5. The SCHOOL BOARD agrees to develop a plan that shall establish a core of advanced placement and honors courses for delivery at every high school. Core courses will be taught at each high school. The School Board also agrees to develop a plan for the utilization of distance learning for discrete courses and the implementation of procedures to rotate the live presentation of discrete courses to high schools throughout the county to assure equal access and availability for all students in all schools.

6. The SCHOOL BOARD will conduct an inventory of athletic equipment and facilities at all high schools, identify any gaps present and implement plans to bring athletic

facilities and equipment into parity based on district standards. The SCHOOL BOARD shall offer a core of athletic and other extra-curricular activities, including academic clubs, in each middle and high school and put in place a marketing plan to assure equal opportunity based on campus activities. The SCHOOL BOARD shall develop and implement a plan to assure equity in athletic field usage and revenue sharing at Lockhart Stadium and all other stadiums.

7. The SCHOOL BOARD agrees to develop a plan to survey all schools' media centers, to ascertain the number, quality, age, and availability of media/library books in relation to student enrollment and identify any gaps present. As a result of said survey and subsequent analysis of results, the SCHOOL BOARD shall implement a plan to provide for equal allocation and access to media center materials including a district-wide take-home policy. Where gaps exist due to size of the school enrollment, the SCHOOL BOARD will consider establishing a sparsity supplement within district procedures to assist in providing an equitable distribution of media/library books.

8. The SCHOOL BOARD agrees to develop a plan to collect data on current disciplinary practices including suspension rates and additional support provided by the Standards of Student Services (SOSS). The SCHOOL BOARD shall analyze this data, and implement a plan to address the conclusions of said analysis and to assure equity in the administration of student discipline county-wide.

9. The SCHOOL BOARD agrees to develop a plan to have a structured public analysis of the 5-year Capital Plan and subsequent 5-year Capital Plans, to allocate funds to bring school facilities into parity with district standards. The SCHOOL BOARD shall identify criteria, refine the data analysis technique and prioritize the needs within constraints of available funding and publish that information within the 5-year Capital Plan.

10. The SCHOOL BOARD shall utilize for student assignment purposes, the Diversity Committee's recommended and Board-approved definition of diversity that includes multiple criteria and a narrowly tailored policy that uses a combination of said criteria and never uses any one factor alone. The School Board shall not utilize race, national origin, ethnicity, religion or gender as the sole criteria for student assignments, magnet programs or reassignment.

11. The SCHOOL BOARD shall establish additional committee functions for the existing Diversity Committee as follows:

- A. Furnishing input into the surveys proposed in this settlement (i.e., opportunity to propose survey questions and criteria for inclusion in surveys).
- B. Reviewing and analyzing the data collected by the surveys proposed in this settlement, prior to consideration of plans for addressing the data.
- C. Furnishing input to the Superintendent into plans developed for addressing any gaps identified through the data collected by the surveys proposed in this settlement.
- D. Reviewing an annual report on diversity prepared by the Superintendent which includes a status report on the plans developed for addressing the data collected by the surveys proposed in this settlement; and provide written observations in this regard to the Superintendent and School Board.

- E. Monitor the terms of this agreement and report to the Superintendent on the compliance of the terms of the agreement on a yearly basis. The annual report shall contain recommendations for policies or procedures for the implementation of the agreement.

s:/b/allwork/ccc/pleading/Exhibit A

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
OFFICE OF THE SCHOOL BOARD ATTORNEY

K.C. WRIGHT ADMINISTRATIVE BUILDING  
600 SOUTHEAST THIRD AVENUE  
11TH FLOOR  
FORT LAUDERDALE, FLORIDA 33301  
Telephone: (954)765-8866  
Facsimile: (954)768-8616

EDWARD J. MARKO  
SCHOOL BOARD ATTORNEY

March 9, 1999

Christopher R. Fertig, Esquire  
Fertig and Gramling  
200 Southeast 13th Street  
Fort Lauderdale, Florida 33316

**RE: Citizens Concerned for our Children, et al. v. The School Board of Broward County**

Dear Mr. Fertig:

Thank you for your letter of March 8, 1999. I am forwarding to you a counterproposal on behalf of the School Board.

Because of its commitment to equity, the Board will undertake actions designed to improve the educational opportunities of all children as specified in the attached proposal. The Board will commence these actions whether or not we are able to settle this lawsuit.

In addition, as reflected in the attached proposal, in return for voluntary dismissal of your appeal, the Board will donate \$200,000 in lieu of attorneys' fees to an escrow account to support efforts to promote equity in public education and pay CCC's out-of-pocket expenses in this litigation.

Regardless of the merits of the lawsuit, the Board, both respects and shares CCC's commitment to educational equity and hopes that the attached proposal can resolve this matter.

Thank you in advance for your consideration.

Sincerely,

  
Marilyn Batista,  
Assistant School Board Attorney

MB:gf

Enclosure

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