

AGREEMENT

THIS AGREEMENT is made and entered into by and between Kimberly Gilio, (herein, "Gilio"), as legal guardian on behalf of J.G., a minor, (herein, "J.G."), and The School Board of Hillsborough County, Florida, (herein, "School Board"), in order to resolve the issues raised and pending in Kimberly Gilio, as legal guardian on behalf of J.G., a minor v. The School Board of Hillsborough County, Florida, Case Number 8:12-CV-955-T-27EAJ (U.S.D.C., M.D.Fla) (herein, "Suit"). In order to achieve that purpose, the parties do hereby contract and agree as follows:

1. In her suit, Gilio has alleged that School Board Policies 5722 – School Sponsored Publications and Productions, and 9700 – Relations with Public Special Interest Groups, as written and as enforced, violate the First and Fourteenth Amendments to the United States Constitution by banning religious expression.

2. On October 24, 2012, the Court entered a preliminary injunction, prohibiting the School Board from applying to J.G.'s distribution of invitations to religious-themed events (unless such restriction is necessary to prevent a material and substantial interference with schoolwork or discipline) that part of School Board Policy 9700 which prohibits proselytizing speech, and that part of School Board Policy 5722 which bans materials seeking to establish the supremacy of a particular religious denomination, sect, or point of view. The injunction currently is in effect and the School Board has complied, and is complying with, the injunction.

3. The School Board will propose and consider amending School Board Policies 5722 and 9700 in the manner, and to the extent, set forth in Exhibits 1 and 2 to this Agreement. The parties acknowledge that in order to consider the adoption of these amended policies the School Board will be required to undertake rulemaking in compliance with Chapter 120, Florida Statutes and the procedures set forth therein. Those procedures include public hearing and the opportunity for public comment on, and legal objection to, the proposed rules. The School Board is by law required to

consider those comments and objections prior to its final adoption of the proposed amendments. The School Board cannot, and will not, make its final decision on adoption of the amended policies until the conclusion of the statutorily required procedures and consideration of public and other input allowed by law.

4. If the amended policies described in Exhibits 1 and 2 are in fact adopted, this Agreement will apply and all of its terms will be binding on the parties. If the policies set forth in Exhibit 1 and Exhibit 2 are for any reason not adopted by the School Board, this Agreement shall be immediately null and void and none of its other terms will become effective or be binding on the parties.

5. If the School Board adopts the policies set forth in Exhibits 1 and 2, the School Board will pay to Gilio the total sum of Thirty-Five Thousand, Eight-Hundred and Fifty-Seven Dollars and Ninety-Eight Cents (\$35,857.98), representing Gilio's attorneys' fees and costs associated with the Suit ("Settlement Payment"). The Settlement Payment will be paid as follows:

- a. the School Board will pay Alliance Defending Freedom a total sum of Thirty-Three Thousand, Two-Hundred and Seventy-Six Dollars and Fifty Cents (\$33,276.50), representing Gilio's attorneys' fees in this Suit;
- b. the School Board will pay Alliance Defending Freedom a total sum of Two-Thousand, Five-Hundred and Eighty-One Dollars, and Forty Eight Cents (\$2,581.48), representing Gilio's costs in this Suit.

The Settlement Payment will be made payable to Alliance Defending Freedom within ten (10) days of the School Board's adoption of the modifications to Policy 5722 and Policy 9700 described in Exhibits 1 and 2.

6. Gilio will file a stipulated dismissal of this Suit *with prejudice* within two (2) days of the adoption of the modifications to Policy 5722 and Policy 9700 set forth in Exhibits 1 and 2, and the payment of those sums described in paragraph 5 above.

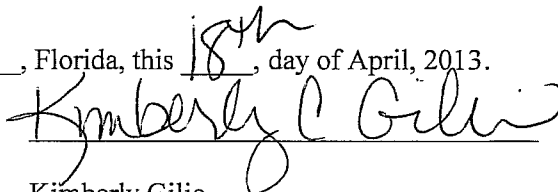
7. This Agreement shall be binding upon all parties and upon their heirs, administrators, representatives, executors, successors, and assigns.

8. Any and all prior understandings and agreements between Gilio and the School Board with respect to the subject matter of this Agreement are merged into this Agreement, which fully and completely expresses the entire Agreement and understanding of Gilio and the School Board with respect to the subject matter hereof. This Agreement may not be orally amended, modified, or changed and may be amended, modified, or changed only by written instrument or instruments executed by duly authorized officers or other representatives of Gilio and the School Board.

9. This Agreement is made and entered into in the State of Florida, and will in all respects be interpreted, enforced, and governed under the laws of the said state. The language of all parts of this Agreement will in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

10. This Agreement is subject to approval by the School Board at a public meeting and will not be binding on the School Board until and unless it is so approved. In the event that the Agreement is approved by the School Board, it directs the Superintendent to initiate rulemaking in accordance with the terms of the Agreement.

Executed at _____, Florida, this 18th, day of April, 2013.



Kimberly Gilio

Executed at Tampa, Florida, this 24th, day of April, 2013.

The School Board of Hillsborough County,
Florida.

By: April Griffin
April Griffin
Its: School Board Chair