

**IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT OF FLORIDA
IN AND FOR SARASOTA COUNTY, FLORIDA, CIVIL DIVISION**

**MELISSA GINN as Parent and Natural
Guardian of K,G., a minor**

Plaintiff,

vs.

CASE NO.: 2010 CA 12844 NC

**THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA,**

Defendant.

_____ /

MEDIATED SETTLEMENT AGREEMENT

October 28, 2011

1. TERMS OF SETTLEMENT. Having engaged in a confidential and privileged mediation conference and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle this matter on the following terms and conditions:

A. Contingent upon approval by the School Board of Sarasota County which will be sought on Tuesday, November 15, 2011 and all necessary judicial approvals, Defendant will pay to Plaintiff the sum of \$62,500.00 in full settlement of this suit.

B. Simultaneously with the payment, this suit will be dismissed with prejudice, each party to bear its own costs and fees.

2. ENFORCEMENT/PREVAILING PARTY FEES. In the event that any party hereto seeks to enforce this Mediated Settlement Agreement in a court of law or equity, the

prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and court costs, including paralegal fees, incurred in enforcing this Mediated Settlement Agreement through all appeals.

3. COMPLETE AGREEMENT. This Mediated Settlement Agreement represents the full and complete agreement of the parties hereto relative to the matters addressed herein and may not be modified or altered except by an instrument in writing signed by all parties hereto.

4. FURTHER ACTION/COOPERATION. The parties hereto and their legal counsel agree to cooperate with one another and to assist one another to effectuate the intention of this Mediated Settlement Agreement particularly with regard to the prompt preparation of all reasonably necessary instruments and documents.

5. BINDING AGREEMENT/ SCRIVENER. This Mediated Settlement Agreement is intended to be a valid and binding agreement under the laws of the State of Florida, effective upon its execution despite the need for any further documentation. By executing this Mediated Settlement Agreement, each party hereto acknowledges that they have read and understand this Mediated Settlement Agreement; that they have freely and voluntarily entered into this Mediated Settlement Agreement; and, that they have been represented in this matter by legal counsel of their own selection or have voluntarily declined said representation. In the event that the mediator has typed or written the text of any part of this Mediated Settlement Agreement, the parties acknowledge that he has done so solely as an accommodation to them and solely as a scrivener recording the terms which they have agreed upon in language which they have read and

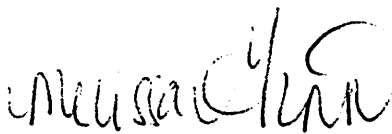
approved.

6. NO ADMISSIONS. By executing this Mediated Settlement Agreement, the parties hereto expressly deny liability and acknowledge that this Mediated Settlement Agreement constitutes a good faith compromise of disputed claims and termination of the controversies which have given rise to this Mediated Settlement Agreement.

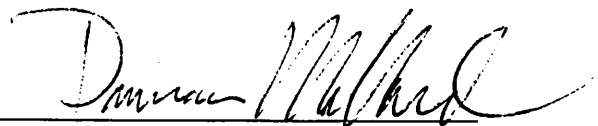
7. MISCELLANEOUS. This Mediated Settlement Agreement shall be interpreted and governed by Florida law. No provision of this Mediated Settlement Agreement shall be construed against a party because of draftsmanship of such provision. Headings herein are for convenience of reference only and shall not affect the interpretation hereof. Genders shall be interchangeable as the context so requires.

8. COUNTERPARTS/FACSIMILE SIGNATURES. This Mediated Settlement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Facsimile or PDF signatures shall suffice to bind the parties.

9. MEDIATION FEE. All mediation fees shall be paid by Defendant.

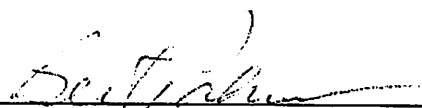


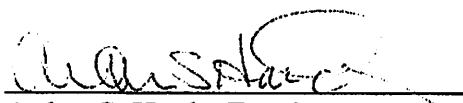
Melissa Ginn as Parent and Natural
Guardian of K.G., a minor



Damian B. Mallard, Esquire
Attorney for Plaintiff

THE SCHOOL BOARD OF
SARASOTA COUNTY, FLORIDA

By: 
Bert Palmer, Risk Manager


Arthur S. Hardy, Esquire
Attorney for Defendant

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