

SETTLEMENT AGREEMENT, RELEASE & WAIVER

Michalek, et al., v. Garfield Heights Board of Education,
Case No. 1:11-CV-742,

United States District Court, Northern District of Ohio, Eastern Division

This Settlement Agreement, Release & Waiver (hereinafter "Agreement") is entered into between Deanna Michalek, Lynne Novak, Ann Humphrey and Thomas Petek (collectively "Plaintiffs") and the Garfield Heights City School District Board of Education ("the Board") (collectively, "the Parties").

The Parties agree that this Agreement has been reached as a compromise of disputed issues and shall not be treated as an admission of liability for any purposes.

In consideration of, and for the mutual promises and covenants contained herein, the Parties agree as follows:

1. On or before June 21, 2011, the Board shall adopt revised Board Policies 5223, 5722, 8800, and 9700. *See* Attachments 1, 2, 3 and 4, respectively.
2. On or before June 21, 2011, the Superintendent shall promulgate amended Administrative Guideline 9700A. *See* Attachment 5.
3. During the 2011-2012 school year, the Board shall conduct district-wide training of all professional staff and administrators concerning implementation of the revised Board policies and administrative guideline identified in Paragraphs 1 and 2, above. Said training shall include discussion of the District's responsibility, consistent with the First Amendment of the United States Constitution, to provide religious community groups with equal access and treatment compared to that afforded all other community groups.
4. The Board will cause to be paid to Plaintiffs' attorneys – Alliance Defense Fund -- the sum of Three Thousand Dollars (\$3,000.00), upon provision of an itemized statement setting forth a description of Plaintiffs' attorneys' time entries related to Case No. 1:11-CV-742, and identifying the organization's tax identification number. Said payment shall occur within ten (10) business days of the date the Parties execute this Agreement and the Board's legal counsel is provided with the itemized statement, whichever is later. A Form 1099-MISC will be issued to the Alliance Defense Fund for the amount of the payment.

5. Plaintiffs shall immediately dismiss, or cause to be dismissed, with prejudice Case No. 1:11-CV-742, which was filed on or about April 15, 2011.
6. For and in consideration of the changes to Board policies and administrative guideline described above and embodied in Attachments 1-5 hereto, the payment of \$3,000.00 to Plaintiffs' attorneys, and the dismissal of the lawsuit filed in the United States District Court, Northern District of Ohio, Eastern Division, Case No. 1:11-CV-742, styled *Michalek, et al. v. Garfield Heights Board of Education*, the Parties, for themselves, their heirs, personal representatives, assigns, officers, members, employees and agents, forever release and discharge each other, including all of their predecessors, successors, assigns, officers, members, employees and agents, and each of them, in both their individual and official capacities, in the above-captioned lawsuit from any and all grievances, appeals, claims, demands, actions, causes of action, suits of law or in equity of whatever kind or nature which themselves, their heirs, personal representatives, assigns, officers, members, employees and agents, and each of them, may now have as of the date of this Agreement against each other, including all of their predecessors, successors, assigns, officers, members, employees and agents, and each of them, in both their individual and official capacities, growing out of or resulting from the events alleged in the Verified Complaint, which initiated the above-captioned lawsuit, whether such claims are now known or unknown, including, but not limited to, the United States Constitution and statutes thereof, and the Ohio Constitution and statutes thereof. Further, the Parties acknowledge the changes to Board policies and administrative guideline described above, the payment of \$3,000.00 to Plaintiffs' attorneys, and the dismissal of the above-captioned lawsuit constitute full and complete satisfaction and settlement of any and all claims and demands, known or unknown, against each other, and any other individuals, persons, officers, members, employees and agents, and representatives of the Parties, in both their individual and official capacities, related to the facts alleged in the above-captioned lawsuit.
7. Plaintiffs specifically waive any right to interest on the amount of settlement for any delay in payment from the date of settlement until the date payment is due in accordance with the terms of this Agreement, and specifically release and discharge the Board and Britton Smith Peters & Kalail Co., L.P.A., including all of their predecessors, successors, assigns, officers, employees and agents, and each of them, in both their individual and official capacities, from any claim or demand for interest on the settlement amount to which the Plaintiffs may or may not otherwise be entitled in accordance with *Hartmann v. Duffey*, 95 Ohio St.3d 456 (Ohio 2002).
8. This Agreement is comprehensive with respect to the sums to be paid to the Plaintiffs and their legal counsel, and Plaintiffs and their attorneys agree that they shall make no application to the Court for fees and costs in connection with the above-styled matter. The Parties agree to bear their own costs in connection with this matter, except as set forth in Paragraph 4, above.

9. The Parties acknowledge that this Settlement Agreement is the result of mutual and negotiated efforts between them, and no presumption or construction shall be made in favor of or against any party hereto based upon the authorship of this document.
10. The Parties acknowledge that this Agreement involves the resolution of disputed claims, and no party hereto makes any admission through the execution of this document.
11. The Parties acknowledge that this Agreement contains the Parties' entire agreement with respect to the subject matter hereof, and it may not be modified except in a subsequent writing subscribed by all the Parties.
12. The Parties warrant that they have read the terms of this Agreement, have signed voluntarily, and have had and have relied upon the assistance of counsel in doing so.
13. Each signatory hereto warrants that he or she has legal authority to sign for and bind any third party or entity on whose behalf he or she has signed.

IN WITNESS WHEREOF, Plaintiffs and authorized representatives of the Board of Education executed this Agreement on this 18th day of June, 2011.

PLAINTIFFS:

Deanna Michalek
DEANNA MICHALEK

LYNNE NOVAK

ANN HUMPHREY

THOMAS PETEK

FOR THE BOARD:

Linda N. Reid
LINDA N. REID, Superintendent

Allen D. Sluka
ALLEN D. SLUKA, Treasurer/CFO

Joseph M. Juby
JOSEPH M. JUBY, Board President

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ANN HUMPHREY

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PLAINTIFFS:

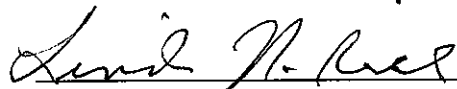
DEANNA MICHALEK

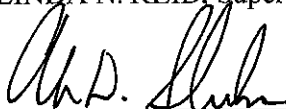
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