

IN THE CIRCUIT COURT, FOURTH  
JUDICIAL CIRCUIT, IN AND FOR CLAY  
COUNTY, FLORIDA

**CHARLIE VAN ZANT**, as  
Superintendent, School  
District of Clay  
County, Florida,

CASE NO.: 2013-CA-0000726

DIVISION: Hon. Wilensky, Dan

Petitioner,

v.

**SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA,**

Respondent.

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

**THIS AGREEMENT** is entered into between **SCHOOL BOARD OF CLAY COUNTY, FLORIDA** (hereinafter referred to as the "SCHOOL BOARD") and **CHARLIE VAN ZANT**, as Superintendent, School District of Clay County, Florida (hereinafter referred to as the "SUPERINTENDENT"). The SCHOOL BOARD and the SUPERINTENDENT shall collectively be referred to as "the parties."

**WHEREAS**, the SCHOOL BOARD took action on an item at the March 2013 meeting;

**WHEREAS**, the SUPERINTENDENT has disputed the jurisdiction of the SCHOOL BOARD to take such action;

**WHEREAS**, the SUPERINTENDENT has filed a Petition for Certiorari, which Petition states his position on this matter;

**WHEREAS**, the SCHOOL BOARD has not yet been required to respond stating their position on the legality of their action; and

**WHEREAS**, both parties agree that they believe their legal positions have merit;

**NOW, THEREFORE**, the parties desire to save limited taxpayer resources and agree to resolve their dispute and this litigation as follows:

1. Each party has certain duties and responsibilities in connection with School District personnel matters, in accordance with Section 1012.22 and 1012.27, Florida Statutes, and agree that they shall each abide by those statutory requirements.

2. The parties shall make no further public statement regarding this litigation or issue any press release other than the release of the following joint statement:

Both sides have agreed that resolution of this matter is in the best interest of the School District, the students and all concerned.

3. This Agreement shall become effective upon the approval of the School Board.

4. Upon approval of this Agreement by the School Board, the Superintendent shall withdraw the pending Petition for Certiorari.

5. Upon approval of this Agreement by the School Board, the attorneys for the Superintendent and the School Board shall be entitled to payment by the School Board of their reasonable attorneys' fees and costs incurred in connection with this matter. The Superintendent's attorneys' fees and costs are \$17,587.52, and the School Board's attorneys' fees and costs are \$6,673.85.

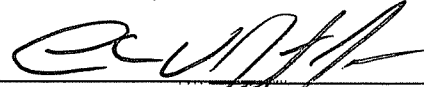
[THE REMAINDER OF THIS PAGE IS BLANK]

Dated this 9<sup>th</sup> day of May, 2013, at Orange Park, Clay County, Florida.

**KORN & ZEHMER, P.A.**



Michael J. Korn  
Florida Bar No: 296295  
[Mkorn@kornzchmer.com](mailto:Mkorn@kornzchmer.com)  
Secondary email for service:  
[Lhatcher@kornzehmer.com](mailto:Lhatcher@kornzehmer.com)  
800 West Monroe Street  
Jacksonville FL 32202



**CHARLIE VAN ZANT, JR.**  
Superintendent, School District  
of Clay County, Florida

\*\*\*\*\*

**RUMBERGER, KIRK &  
CALDWELL, P.A.**



Leonard J. Dietzen  
Florida Bar No. 840912  
[ldietzen@rumberger.com](mailto:ldietzen@rumberger.com)  
215 South Monroe Street  
Suite 702  
Tallahassee FL 32302  
Telephone: 850-222-6550  
Attorney for School Board of Clay  
County, Florida

**SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA**

  
CAROL STUDDARD, Chairman

**SCHOOL BOARD OF CLAY  
COUNTY, FLORIDA**



J. Bruce Bickner, Esq.  
Florida Bar No. 338656  
[jbbickner@oneclay.net](mailto:jbbickner@oneclay.net)  
900 Walnut Street  
Green Cove Springs FL 32043  
Attorney for School Board of  
Clay County, Florida