

# Exhibit 1

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Administrative Procedure for  
Policy 5112.01



### TERMS OF AGREEMENT

In consideration of the foregoing representations and of the mutual covenants, promises

and considerations set forth herein, the Parties have agreed by and through their duly authorized representatives

between the parties as follows:

These Terms of Agreement shall be binding on the Parties by way of their entirety by reference herein to the Recitals

and shall become effective only upon the Court's final approval of this Agreement. The Court has finally approved and dismissed the case with prejudice and enters a Judgment that becomes Final.

9. Court Approval of Settlement. The Parties agree that upon approval by the School Board of this Agreement and the Administrative Procedures Act (28 U.S.C. § 1715), the Parties will submit a

proposed settlement to the Court for its approval. The Parties agree to take such actions as are reasonably necessary to obtain the Court's approval of this Settlement, including filing memoranda in opposition to any motions for summary judgment or for summary judgment on the merits. The Parties agree to file a stipulation of facts with the Court and to file a proposed judgment with the Court. The Parties agree to file a stipulation of facts with the Court and to file a proposed judgment with the Court.

The Parties agree to take such actions as are reasonably necessary to obtain the Court's approval of this Settlement, including filing memoranda in opposition to any motions for summary judgment or for summary judgment on the merits. The Parties agree to file a stipulation of facts with the Court and to file a proposed judgment with the Court.

The Parties agree to take such actions as are reasonably necessary to obtain the Court's approval of this Settlement, including filing memoranda in opposition to any motions for summary judgment or for summary judgment on the merits. The Parties agree to file a stipulation of facts with the Court and to file a proposed judgment with the Court.

Law for public meetings and official actions. Additionally, upon execution of this

be on its website and a link located at [redacted]

Settlement, the District will post notice

Walker Technical College, [redacted]

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will not [redacted]

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data posted for [redacted]

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Walker Technical College, [redacted]

disclosure and disclosure of damages, harm, or injury, and all claims that were or could have been asserted in the Fourth Amended Complaint.

Agreement. The Release constitutes the entire agreement between the Parties in Court IV. The Process, and may not be amended or modified except in writing that Parties or as required by the Court. The May 7, 2010 Partial Settlement and Release had full force and effect.

Construction. This Amendment is to be construed against any party.

Disclosure. The Parties acknowledge and agree that each is releasing certain and assuming certain liabilities and obligations with respect to this Agreement, which have been released and assumed. Accordingly, each party is releasing and assuming the opportunity to discuss

Agreement and the Administrative Process. The School Board is bound by the terms of the Agreement and the Administrative Process. The School Board is bound by the terms of the Agreement and the Administrative Process.

Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document; all such counterparts shall have the same force and effect as the Release shall have the same force and effect as an original. This Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document; all such counterparts shall constitute one agreement; and copies of an original.

Governing Law and Venue. This Agreement and all documents executed in connection with this Agreement are governed by and shall be interpreted under Florida law and the laws of the State of Florida. Any dispute arising out of or in connection with this Agreement shall be resolved by the appropriate state court.

authorized agents, have signed and sealed this Settlement Agreement the day and year first written

James D. Fox, attorney for School Board, and The School Board of Collier County, Florida

*[Redacted signature]*

ROYALTY

*[Redacted signature]*

Josephine  
District General Counsel

Samuel Alonzo, Inc.  
Superintendent

*Kenneth Parker, Superintendent*

Michelle K. Lapointe, attorney for  
Nehemy Antoine and Ingrid Alonzo

Nehemy Antoine

*[Redacted signature]*

*[Redacted signature]*

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When the Collier County School District, pursuant to School Board Policy 5112.01, makes a determination that a student is ineligible to attend the regular public high school program, the student, if age 18 years or older, or the parent of the student, if age 17 years old, will be notified in writing within ten (10) days of the ineligibility determination. A “parent” shall be defined as provided in F.S. 1000.21(5). The notification must include a recommendation of placement in the Adult Education Program, rather than high school, if appropriate; the number of credits awarded for previous coursework; the number of credits required for graduation; copies of any translations of transcripts or translations of other academic records relied upon by the District staff in reaching their enrollment determination; a list of appropriate credit recovery programs available to students; notification that the decision may be appealed in accordance with this Administrative Procedure, a copy of which is attached herewith; and notice should be provided that if at any juncture of the process the parent or student believes the student has special needs that could qualify the student for special education services, that they have the right to be assessed pursuant to federal law.

The notice must be written in English and, if practicable, in the language spoken by both the parent and the student. In the event that a parent needs translation support at any level of appeal, the parent may request, and the District will provide, if practicable, a translator for such language.

If a parent, or a student over 18 years of age, does not agree with the enrollment decision reached by the District staff, such parent or student may request a meeting with the Associate Superintendent of Curriculum and Instruction (Associate Superintendent of C&I). The request for such a meeting must be made in writing within fifteen (15) days of the issuance of that decision, including whether the parent or student will bring a friend, relative, or representative. The Associate Superintendent of C&I will schedule a meeting within seven (7) days of receiving the parent or student’s request. If an understanding is not reached at the meeting, the parent or student may file a written appeal to the Office of the Associate Superintendent for School and District Operations (“Associate Superintendent for Operations”). The request for an appeal must be received within fifteen (15) days of the decision of the Associate Superintendent of C&I.

Upon receipt of the appeal, the Associate Superintendent of C&I will arrange for an administrative hearing to be held within twenty (20) days of receipt of the written appeal so that the parent or student may present his or her concerns for additional review. District staff involved in the enrollment decision will be notified and required to attend the administrative hearing. The student and/or parent will be provided notice, including the date, time, and location of the hearing, at least five (5) business days prior to the hearing. The Associate Superintendent of C&I will notify the parties at least five (5) business days prior to the hearing of what documents each party is to bring, if any, to assist in an appropriate review.

The appeal shall be heard and reviewed before a panel that will include the following: The Associate Superintendent for Operations, the Administrative Director of School Leadership (secondary schools), a high school principal, and a high school Counseling Department Chair, and the Coordinator of English Language Learner Services (“ELL”). The hearing will be recorded and

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