

SETTLEMENT AGREEMENT

This AGREEMENT (hereinafter the "AGREEMENT") entered into as of the 5th day of December, 2009 between and among JOHN DOE and JANE DOE and the AMERICAN CIVIL LIBERTIES UNION OF TENNESSEE (hereinafter jointly and severally referred to as "PLAINTIFFS"), and THE WILSON COUNTY BOARD OF EDUCATION along with the individual Board members LISA McMILLIN, TEDDY COOK, VIKKI ADKINS, DON WEATHERS, GREG LASSATER, and JAMES M. DAVIS, Director of the Wilson County Schools (hereinafter referred to jointly and collectively as "WILSON COUNTY SCHOOLS").

WHEREAS, JOHN DOE and JANE DOE are the parents of a minor child who was enrolled in the fifth grade at the Carroll-Oakland Elementary School in Wilson County;

WHEREAS, the Carroll-Oakland Elementary School is part of the Wilson County School System, whose principal is Carol Ferrell;

WHEREAS, at the beginning of the 2009 Fall semester The Gideons International distributed Bibles to fifth grade students at the Carroll-Oakland Elementary School during school hours. The Gideons International have previously distributed Bibles to students at the Carroll-Oakland Elementary School and likewise did so at the Lakeview Elementary School, which is also part of the Wilson County School System;

WHEREAS, PLAINTIFFS were not previously apprised of the distribution of Bibles by The Gideons International and did not consent to or give their permission for their daughter to participate in this activity;

WHEREAS, the distribution of Bibles by The Gideons International to elementary public school students was recognized as a violation of the Establishment Clause of the First Amendment to the United States Constitution under *Berger v. Rensselaer Central School Corporation*, 982 F.2d 1160 (7th Cir. 1993) and other reported cases.

WHEREAS, JOHN DOE and JANE DOE sought legal representation from the ACLU of Tennessee in order to stop the illegal distribution of Bibles to public school students Wilson County Schools;

WHEREAS, WILSON COUNTY SCHOOLS dispute PLAINTIFFS' allegations and acknowledge that the distribution of Bibles to public school students on school grounds during school hours has been recognized as a violation of the Establishment Clause of the First Amendment to the United States Constitution.

WHEREAS, WILSON COUNTY SCHOOLS have been apprised of the intent of PLAINTIFFS to file a lawsuit in the United States District Court for the Middle District of Tennessee seeking declaratory and injunctive relief from the illegal activity of distributing Bibles to public school students on school grounds during school hours;

WHEREAS, the PLAINTIFFS and WILSON COUNTY SCHOOLS wish to resolve this dispute without the need for a lawsuit and ongoing litigation and therefore voluntarily and with full knowledge of the respective rights of each other and with the benefit of counsel desire to settle, compromise and dispose of the above claims upon the terms and conditions hereinafter set forth.

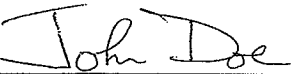
NOW THEREFORE in consideration of the forgoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

- 1) WILSON COUNTY SCHOOLS agree to permanently restrain from any activity and to immediately and forever cease promoting, endorsing and acquiescing in the distribution of Bibles to students of the Wilson County Schools on school grounds during school hours;
- 2) WILSON COUNTY SCHOOLS shall pay reasonable attorneys fees to counsel for PLAINTIFFS, Edmund J. Schmidt III and Tricia Herzfeld in an amount not to exceed Five Thousand and 00/100 (\$5,000.00) Dollars upon submission of their documented time and services rendered in representation of the PLAINTIFFS.
- 3) Should WILSON COUNTY SCHOOLS fail to comply with the terms of this AGREEMENT they will pay reasonable attorneys fees to PLAINTIFFS in the event judicial enforcement is sought.

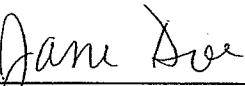
The parties expressly acknowledge that they have read this agreement, that the terms of this agreement, and the significance and effect of this agreement has been explained to them by their respective counsel and that they understand the terms of this agreement and believe that the release, settlement and compromise of the claim upon the terms and conditions set forth in this agreement are in their best interest.

This AGREEMENT may be executed in any number of counterparts, all of which taken together shall constitute one in the same instrument.

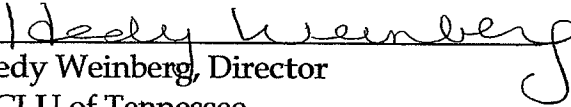
IN WITNESS WHEREOF, the parties hereto have executed this agreement as on
the date cited above.



John Doe



Jane Doe



Hedy Weinberg, Director
ACLU of Tennessee

Lisa McMillin, Chairperson
Wilson County School Board

James M. Davis, Director
Wilson County Schools