

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS

SEMINOLE COMMUNITY COLLEGE )  
)  
Petitioner, )  
)  
vs. )  
)  
DR. LORAIN BROWN )  
)  
Respondent. )

Case No. 08-3265

DIVISION OF  
ADMINISTRATIVE  
HEARINGS

2009 OCT 26 A 10:54

FILED

FINAL ORDER

This cause came on before the Board of Trustees for Seminole Community College nka Seminole State College of Florida ("College") for the consideration of issuing a final order. The Administrative Law Judge Carolyn S. Holifield, assigned by the Division of Administrative Hearings heard this cause and issued a Recommended Order dated March 13, 2009. A copy of the Recommended Order is attached to this Final Order. No exceptions to the Recommended Order were filed and there are no proposed substituted orders to consider.

Each of the individual Board members of the Board of Trustees has received a copy of the Recommended Order, and the proposed Final Order, has read same and has been advised that the evidence has been made available to each of them for review.

Subsequent to the filing of the Recommended Order by Judge Holifield, the parties have entered into a settlement agreement. Each of the individual Board members of the Board of Trustees has received a copy of the Mutual Release and Settlement Agreement and has read same and has been advised of the consequences of the settlement and release. Said Mutual Release and Settlement Agreement is attached to this order and is hereby incorporated and ratified in full.

The President or her designee is authorized to take such action as is consistent with the Mutual Release and Settlement.

SEMINOLE STATE COLLEGE OF FLORIDA  
BOARD OF TRUSTEES

Yee M. Greer  
By:

10/19/09  
DATE

I HEREBY CERTIFY that the foregoing, FINAL ORDER in Seminole Community College v Brown, DOAH Case No. 08-3265, has been filed with the official records of the Division of Administrative Hearings this 21<sup>st</sup> day of October, 2009.

  
SANDRA K. AMBROSE, ESQUIRE  
AGENCY COUNSEL

Copies furnished to:

Judge Carolyn S. Holifield  
Administrative Law Judge  
Division of Administrative Hearings  
The DeSoto Building  
1230 Apalachee Parkway  
Tallahassee, Florida 32399-1550

Larry Colleton, Esquire  
Attorney for Brown  
PO Box 677459  
Orlando, Florida 32867

Sandra K. Ambrose, Esquire  
Attorney for College  
Stenstrom, McIntosh, Colbert,  
Whigham & Partlow, P.A.  
1001 Heathrow Park Lane, Suite 4001  
Lake Mary, Florida 32746

Deborah K. Kearney, General Counsel  
Department of Education  
Turlington Building, Suite 1244  
325 West Gaines Street  
Tallahassee, Florida 32399-0400

NOTICE OF RIGHT TO JUDICIAL REVIEW

A party who is adversely affected by this final order is entitled to judicial review pursuant to Section 120.68, Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a notice of appeal with the Attorney for Seminole Community College and a second copy, accompanied by filing fees prescribed by law, the District Court of Appeal, First District, or with the District Court of Appeal in the appellate District where the party resides. The Notice of appeal must be filed within 30 days of rendition of the order to be reviewed.

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is entered into this 19<sup>th</sup> day of October, 2009 by, between and among DR. LORAIN BROWN ("BROWN") and SEMINOLE COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES ("SCC").

WHEREAS, a dispute arose between SCC and BROWN regarding the termination of BROWN which resulted in a Florida Statute Section 120 Hearing with an Administrative Law Judge on September 10th and 11th, 2008; and

WHEREAS, The Administrative Law Judge filed a recommended order which found that SCC should reinstate BROWN as a professor of nursing; and

WHEREAS, SCC and BROWN have negotiated the terms of a settlement in full; and

WHEREAS, the Parties have agreed to enter into this Agreement and to settle all matters and things in controversy arising between them related to the employment contract and any other claims, causes or matters including any claims for personal physical illness or discrimination made on the part of BROWN, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: The recitals are true and correct and incorporated by reference.
2. Settlement Payment: On or before October 1, 2009, SCC will pay to Dr. Loraine Brown, in compromise settlement of any and all disputed claims, the lump sum of TWO HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS & ZERO CENTS (\$235,000.00). Further, SCC will pay to Larry H. Colleton, Esq, the sum of FIFTEEN THOUSAND AND NO DOLLARS (\$15,000.00) in payment of attorney's fees for representing BROWN.
3. Taxes on Settlement Payment(s): By signing this Mutual Release and Settlement Agreement, Brown acknowledges that if there are any taxes to be paid on the monies derived from this settlement, she is to be responsible for taxes due for any and all settlement payments paid by SCC to her. SCC shall submit to Brown and the IRS the legally appropriate form for reporting the settlement payment in a timely manner.
4. Mutual General Release: Except for claims arising out of the breach of this Settlement Agreement, BROWN and SCC do hereby remise, release, acquit, and forever discharge and generally release each other and each other's respective shareholders, officers, directors, agents, principals, employees, parent companies, related or affiliated companies or divisions, subsidiaries, heirs, successors and assigns

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of and from any and all liabilities, claims, cross-claims, counter-claims, demands, both compensatory and punitive, suits, or causes of action, whether legal or equitable in nature, including fees and costs of attorneys, consultants, and taxable court costs, in connection with, by reason of, related to, or arising out of the employment relationship between Brown and SCC.

5. Designation of terminology for BROWN's reason for leaving employment: The parties agreed that the reason for BROWN's no longer working for SCC is to be termed as "resignation." SCC shall complete such paperwork that will allow the termination to be redacted from her file and BROWN shall submit such paperwork to show her resignation effective on June 17, 2008. More specifically, BROWN's reason for leaving is not to be referred to as BROWN having been "fired, terminated or otherwise laid off."

6. Agreement Not an Admission: It is understood and agreed by the Parties hereto that this Agreement is a compromise and settlement of doubtful and disputed claims. It is not to be construed as an admission of liability by the Parties hereto, liability being expressly denied by the Parties.

7. Parties to be Bound: This Agreement shall be binding on the Parties hereto and their respective shareholders, officers, directors, agents, principals, employees, parent companies, related or affiliated companies or divisions, subsidiaries, successors and assigns.

8. Advice of Counsel: The Parties declare and represent that they have read this Agreement, that they have been fully advised in connection with this Agreement by legal counsel of their own choice, that this Agreement has been fully explained to them prior to its execution, that they understand this Agreement's terms and legal effect, and that they sign this Agreement as their own free act.

9. Agreement Jointly Prepared: The Parties hereto are commercially and legally sophisticated regarding the matters set forth herein. Each has been independently advised by counsel and each has cooperated and participated in the drafting and preparation of this Agreement. Accordingly, the Parties hereto acknowledge and agree that this Agreement shall not be construed or interpreted in favor of or against any party by virtue of the identity of any alleged preparer.

10. Entire Agreement: This Agreement contains the entire agreement between the Parties hereto and the terms hereof are contractual in nature and shall not be modified or amended, except by written instrument signed by the Parties.

11. Severability Clause: If any portion of this Agreement shall be ruled unenforceable, void, or contrary to public policy, such determination shall not invalidate any other provision of this Agreement.

12. Choice of Law: This Agreement shall be governed by the laws of the State of Florida.

13. Venue: Exclusive Venue for enforcement of this Agreement shall be the Courts of Seminole County or the 18th Judicial Circuit.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written above.

DR. LORAIN BROWN

By: 

Print Name: Loraine Brown

Title: \_\_\_\_\_

SEMINOLE COMMUNITY COLLEGE  
DISTRICT BOARD OF TRUSTEES

By: 

Name: Lisa M Greer

Title: Board Chair