

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

Peter Parnell, et al.

Plaintiff,

v.

School Board of Nassau County, Florida,
et al.,

Defendant.

Case No. 3:24-cv-00492-WWB-MCR

**JOINT MOTION TO DISMISS WITHOUT
PREJUDICE AND RETAIN
JURISDICTION**

Peter Parnell, Justin Richardson, E.M. by and through her parent Sara Moerman, A.M. by and through her parent Sara Moerman, Sara Moerman, M.L. by and through her parent Toby Lentz, and Toby Lentz (the “Plaintiffs”) and the School Board of Nassau County Florida, Dr. Kathy Burns in her official capacity as Superintendent of the Nassau County School District, Mark Durham in his official capacity as Assistant Superintendent of the Nassau County School District, Dr. Misty Mathis in her official capacity as Executive Director of Instruction of the Nassau County School District, and Dr. Kari Burgess-Watkins in her official capacity as Director of Instructional Technology & Information Services of the Nassau County School District (the “Defendants,” and together with Plaintiffs, the “Parties”), having entered into a Settlement Agreement, attached hereto as Exhibit 1, to resolve their claims, jointly move this Court for entry of an Order conditionally dismissing Plaintiffs’ claims against Defendants, without prejudice, pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, incorporating the terms of the attached Settlement Agreement pursuant to Fed. R. Civ. P. 41(a)(2), and retaining jurisdiction to enforce the Settlement Agreement in accordance with its terms for the duration of the Settlement Agreement. A proposed order is attached hereto as Exhibit 2.

Dated: New York, NY
September 12, 2024

Respectfully submitted,
SELENDY GAY PLLC

Anna T. Neill (FBN 100945)
KENNY NACHWALTER, P.A.
1441 Brickell Avenue, Suite
1100
Miami, FL 33131
Tel: 305-373-1000
atn@knpa.com

By: /s/ Lauren J. Zimmerman
Faith E. Gay (FBN: 129593)
Lauren J. Zimmerman*
Masha Simonova*
Alexandra Butler*
SELENDY GAY, PLLC
1290 Avenue of the Americas
New York, NY 10104
Tel: 212-390-9000
fgay@selendygay.com
lzimmerman@selendygay.com
msimonova@selendygay.com
abutler@selendygay.com

Counsel for Plaintiffs

*(admitted *pro hac vice*)

STEGER LAW FIRM, PLLC
1869 South 8th Street
(P): 904-261-2848
(F): 904-261-4476
(E): Brett@StegerLegal.com

By: /s/ Brett Steger
BRETT L. STEGER
ATTORNEY FOR DEFENDANTS
FLORIDA BAR No. 102222

Exhibit 1

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or “Agreement”) is entered into as of September 11th, 2024, by and between (a) Peter Parnell, Justin Richardson, E.M. by and through her parent Sara Moerman, A.M. by and through her parent Sara Moerman, Sara Moerman, M.L. by and through her parent Toby Lentz, and Toby Lentz (“Plaintiffs”) and (b) the School Board of Nassau County, Florida, Dr. Kathy Burns in her official capacity as Superintendent of the Nassau County School District, Mark Durham in his official capacity as Assistant Superintendent of the Nassau County School District, Dr. Misty Mathis in her official capacity as Executive Director of Instruction of the Nassau County School District, and Dr. Kari Burgess-Watkins in her official capacity as Director of Instructional Technology & Information Services of the Nassau County School District (“Defendants,” together with Plaintiffs, the “Parties,” and each individually a “Party”) according to the terms set forth herein.

WHEREAS, between approximately September 8, 2023, and September 27, 2023, Citizens Defending Freedom, a private advocacy group, alleged that 36 books (each a “Challenged Book” and together the “Challenged Books”) held in Nassau County’s public school library collection (the “Libraries”) contained “obscene” material in violation of Florida Statutes §§ 847.012(5) and 847.001(19) (together, the “Obscenity Statute”);

WHEREAS, on or about November 9, 2023, Defendants publicly stated that they removed three of the Challenged Books from Nassau County’s Libraries—*And Tango Makes Three*, *Almost Perfect*, and *Ghost Boys*—on the basis of “lack of circulation”;

WHEREAS, on or about November 9, 2023, Defendants publicly stated that they removed or restricted an additional 33 of the Challenged Books from Nassau County’s Libraries on the basis that they contained “obscene” material in violation of the Obscenity Statute¹;

WHEREAS, before removing or restricting the Challenged Books, Defendants did not notice or hold a public meeting regarding their decision to remove or restrict any of the Challenged Books;

WHEREAS, Plaintiffs do not believe that the Obscenity Statute required the removal of the Challenged Books from Nassau County’s Libraries and believe that all the Challenged Books should be restored to the Libraries in the same condition, including in terms of each Challenged Book’s respective public school library location and student grade level accessibility, that each Challenged Book was in prior to Defendants’ decision to remove the Challenged Books;

WHEREAS, on May 15, 2024, Plaintiffs commenced an action against Defendants in the United States District Court for the Middle District of Florida, Case No. 3:24-cv-00492 (the “Action”), asserting that Defendants had removed (i) *And Tango Makes Three*

¹ A document created by Nassau County, and which identifies the Challenged Books and the bases for their removal, is attached to this Settlement Agreement as Exhibit A.

from Nassau County's Libraries based on its viewpoint in violation of the First Amendment of the United States Constitution; and (ii) all the Challenged Books from Nassau County's Libraries in violation of Florida's Constitution, Florida Statute § 1006.28(2)(a)5., and Florida Statute § 286.011 (the "Sunshine Law");

WHEREAS, on July 19, 2024, Defendants filed an Answer in the Action denying Plaintiffs' allegations against them;

WHEREAS, the Parties now desire to settle their outstanding differences, disputes, and all claims arising out of or with respect to this Action.

NOW, THEREFORE, in consideration of the mutual promises contained in this Settlement Agreement, the Parties hereby agree as follows:

Settlement Terms.

- A. Defendants agree that *And Tango Makes Three* contains no "obscene" material in violation of the Obscenity Statute, is appropriate for students of all ages, and has pedagogical value.
- B. Upon the Execution Date of this Settlement Agreement, Defendants shall immediately fully restore, with no age restriction whatsoever, *And Tango Makes Three* to Nassau County's Libraries.
- C. By no later than September 13, 2024, Defendants shall return each of the following 22 Challenged Books to Nassau County's Libraries:
 1. *Ghost Boys* by Jewell Parker Rhodes
 2. *Almost Perfect* by Brian Katcher
 3. *All American Boys* by Jason Reynolds
 4. *Beyond Magenta: Transgender Teens Speak Out* by Susan Kuklin
 5. *Crank* by Ellen Hopkins
 6. *Deogratias: A Tale of Rwanda* by Jean-Philippe Stassen
 7. *Drama* by Raina Telgemeier
 8. *Eleanor & Park* by Rainbow Rowell
 9. *I Am Not Your Perfect Mexican Daughter* by Ericka Sánchez
 10. *Identical* by Ellen Hopkins
 11. *If I Was Your Girl* by Meredith Russo
 12. *Me and Earl and the Dying Girl* by Jesse Andrews
 13. *Real Live Boyfriends* by E. Lockhart
 14. *The Bluest Eye* by Toni Morrison
 15. *The Clan of the Cave Bear* by Jean Auel
 16. *The Haters* by Jesse Andrews
 17. *The Poet X* by Elizabeth Acevedo
 18. *The Truth About Alice* by Jennifer Mathieu

19. *Thirteen Reasons Why* by Jay Asher
20. *This One Summer* by Mariko Tamaki
21. *Tricks* by Ellen Hopkins
22. *Unravel Me* by Tahereh Mafi

Defendants shall restore each of the 22 Challenged Books listed in this Section C to the same condition, including in terms of public school library location and student grade level accessibility, that each of the 22 Challenged Books were in before Defendants removed them from Nassau County's Libraries in or around November 2023.

- D. By no later than September 13, 2024, Defendants shall return *The Perks of Being a Wallflower* by Stephen Chbosky, one of the Challenged Books, to Nassau County's Libraries. Defendants shall make *The Perks of Being a Wallflower* available to all Nassau County public school students in grade level 9 and above.
- E. By no later than September 13, 2024, each of the remaining 12 Challenged Books, listed below in this Section E, shall be returned to the respective Nassau County public school library or libraries from which Defendants removed them in or around November 2023. Defendants shall make each of the 12 Challenged Books accessible to (i) all Nassau County public school students age 18 and over and (ii) all Nassau County public school students who obtain parental or guardian consent to check out any or all of the 12 Challenged Books listed below in this Section E.

Defendants covenant that the parental or guardian consent required for a Nassau County public school student under the age of 18 to check out any or all of the 12 Challenged Books listed in this Section E below is established when a Nassau County public school student, parent, or legal guardian provides a Nassau County public school library media specialist a handwritten or typed document ("Parental Consent Note") containing the following:

- (i) The parent or legal guardian's name;
- (ii) The name of the Nassau County public school student(s) for whom the parent or legal guardian has legal charge;
- (iii) The name(s) of the books which the parent or legal guardian consents to being checked out from the Libraries' age restricted collection;
- (iv) A statement which conveys that the parent or legal guardian identified in the Parental Consent Note consents to the student(s) identified in the Parental Consent Note checking out those books specifically identified in the Parental Consent Note from the Libraries' age restricted collection; and
- (v) The parent or legal guardian's signature and date of signing the Parental Consent Note.

The 12 Challenged Books which may be checked out of the Libraries by Nassau County public school students age 18 and over or those students for whom a Parental Consent Note has been submitted in accordance with this Section E are as follows:

1. *A Court of Mist and Fury* by Sarah J. Maas
2. *A Court of Thorns and Roses* by Sarah J. Maas
3. *Beloved* by Toni Morrison
4. *Dreaming in Cuban* by Cristina Garcia
5. *Extremely Loud and Incredibly Close* by Jonathan Safran Foer
6. *Lucky* by Alice Sebold
7. *Nineteen Minutes* by Jodi Picoult
8. *The Almost Moon* by Alice Sebold
9. *The Hate U Give* by Angie Thomas
10. *The Infinite Moment of Us* by Lauren Myracle
11. *The Kite Runner* by Khaled Hosseini
12. *Water for Elephants* by Sara Gruen

- F. Defendants covenant that by no later than October 31, 2024, Defendants will form a Nassau County School Board of Florida District Review Committee (“Review Committee”) pursuant to Administrative Rule 8.33 for the purpose of reviewing the 12 Challenged Books identified in Section E. Defendants covenant that each meeting of the Review Committee concerning each of the 12 Challenged Books listed in Section E shall be held in public and be subject to public comment pursuant to Administrative Rule 8.33 and the Sunshine Law. Any final decision made by the Review Committee shall be subject to appeal in accordance with Administrative Rule 8.33.
- G. Within 5 business days of the Execution Date, Defendants shall file on the docket for the Action a notice (the “First Notice”) which states that Defendants have fully restored *And Tango Makes Three* to Nassau County’s Libraries in accordance with Section B, *supra*, and that Defendants have also fully complied with Sections C and D, *supra*.
- H. By October 31, 2024, Defendants shall file on the instant docket a notice (the “Second Notice”), which states that Defendants have returned the 12 Challenged Books listed in Section E, *supra*, to the respective Nassau County public school library or libraries from which Defendants removed each of the 12 Challenged Books in or around November 2023 and made each of the 12 Challenged Books fully accessible to (i) all Nassau County public school students age 18 and over, and (ii) all Nassau County public school students who obtain parental consent to check out any or all of the 12 Challenged Books listed in Section E pursuant to the Parental Consent Note process described in Section E, *supra*.

- I. Defendants further covenant that by no later than December 31, 2024, counsel for Defendants shall provide a status report to counsel for Plaintiffs regarding the status of each of the 12 Challenged Books listed in Section E, *supra* (the “Status Report”). The Status Report shall list each of the 12 Challenged Books in Section E, *supra*, and, alongside each book, state whether each book has been (i) fully restored to Nassau County’s Libraries absent any age restriction, (ii) restored to Nassau County’s Libraries with age restriction(s) applied and identifying such restriction(s), (iii) completely removed from Nassau County’s Libraries, or (iv) is still pending review and decision from the Review Committee.
- J. Within 1 business day of the Execution Date, the Parties shall file on the docket for the Action a “Joint Motion to Dismiss the Action Without Prejudice and Retain Jurisdiction” (“Voluntary Dismissal”). In the event Defendants fail to perform or in any way contravene the covenants Defendants make in the instant Settlement Agreement, Plaintiffs reserve the right to withdraw their Voluntary Dismissal and move for full reinstatement of their claims against Defendants (“Claims Reinstatement”), and Defendants covenant not to oppose Plaintiffs’ Claims Reinstatement.
- K. **Attorneys’ Fees and Costs.** The Parties agree that each Party shall bear its respective costs and fees incurred in connection with this Action, including, but not limited to, attorneys’ fees and costs incurred in connection with the negotiation of this Agreement.
- L. **Entire Agreement.** This Settlement Agreement, including the recitals, constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Each Party acknowledges that in entering into this Agreement, they have not relied on any promise, representation, or warranty not contained in this Agreement.
- M. **Precedent or Establishment of Rights/Obligations.** The Parties agree that neither this Settlement Agreement, nor any actions taken by the Parties pursuant to this Settlement Agreement, create precedent for the Nassau County School District or establish any rights or obligations for any Party, other than those specifically identified within this Settlement Agreement. The Parties further agree that neither this Settlement Agreement, nor any actions taken by the Parties pursuant to this Settlement Agreement, constitute an admission of fault by Defendants or a waiver of any rights belonging to the Parties, other than those set forth herein. In addition, Plaintiffs do not, through this Agreement or otherwise, make any representation or agreement that the 12 Challenged Books listed in Section E, *supra*, should not be restored to Nassau County’s Libraries in any other condition than the same condition, including in terms of each of the 12 Challenged

Books' respective library location and student grade level accessibility, that each of the 12 Challenged Books was in prior to Defendants' decision to remove them.

- N. **Modification.** No modification of this Settlement Agreement shall be binding unless in writing and signed by each of the Parties.
- O. **Counterparts.** This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- P. **Execution Date.** The Execution Date of this Agreement shall be the date when a fully executed copy of this Agreement is delivered to counsel for both Parties (the "Execution Date").
- Q. **Continuing Jurisdiction.** Pursuant to Federal Rule of Civil Procedure 41(a)(2), the Court presiding over the Action shall retain jurisdiction for purposes of enforcing the Settlement Agreement. In the event the Court presiding over the Action does not agree to retain jurisdiction over this Action, this Settlement Agreement shall be null and void.

ALL PARTIES CERTIFY THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO EACH OF THE ABOVE TERMS, CONDITIONS, AND PROVISIONS.

Intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below:

Peter Parnell



The School Board of Nassau County
Florida, by and through Counsel Brett
Steger

Justin Richardson



Dr. Kathy Burns

E.M. by and through her parent, Sara
Moerman

Mark Durham

A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis

Sara Moerman

Dr. Kari Burgess-Watkins

M.L. by and through her parent, Toby
Lentz

Signature: Toby Lentz
Toby Lentz (Sep 11, 2024 10:07 EDT)

Email: tobyrlentz@gmail.com

Signature: Sara Moerman
Sara Moerman (Sep 11, 2024 10:57 EDT)

Email: sara.moerman@gmail.com

Peter Parnell

The School Board of Nassau County
Florida, by and through Counsel Brett
Steger

Justin Richardson

Dr. Kathy Burns

E.M. by and through her parent, Sara
Moerman

Mark Durham

Sara Moerman

A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis

Sara Moerman

Sara Moerman

Dr. Kari Burgess-Watkins

Sara Moerman

M.L. by and through her parent, Toby
Lentz

M.L. / Toby Lentz

Toby Lentz

M.L. / Toby Lentz

Peter Parnell

The School Board of Nassau County
Florida, by and through Counsel Brett
Steger



Justin Richardson

Dr. Kathy Burns

E.M. by and through her parent, Sara
Moerman

Mark Durham

A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis

Sara Moerman

Dr. Kari Burgess-Watkins

M.L. by and through her parent, Toby
Lentz


Toby Lentz

Peter Parnell

The School Board of Nassau County
Florida, by and through Counsel Brett
Steger

Justin Richardson

Dr. Kathy Burns



E.M. by and through her parent, Sara
Moerman

Mark Durham



A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis



Sara Moerman

Dr. Kari Burgess-Watkins



M.L. by and through her parent, Toby
Lentz

Toby Lentz

Exhibit A to Settlement Agreement

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
A Court of Mist and Fury	Sarah Maas	10/5/2023	YHS, FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
A Court of Thorns and Roses	Sarah Maas	10/5/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
All American Boys	Jason Reynolds	10/9/2023	FBHS, FBMS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Access Limited	Remain in Collection Grades 9-12	Inappropriate for grade level and age group (Elementary and Middle)
Almost Perfect	Brian Katcher	3/21/2022	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued		Weeded. Lack of Circulation.
And Tango Makes Three	Justin Richardson	10/9/2023	YES	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued		Weeded. Lack of Circulation.
Beloved	Toni Morrison	3/21/2022	FBMS, YHS, FBHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Beyond Magenta: Transgender Teens Speak Out	Kuklin, Susan	10/9/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Crank	Ellen Hopkins	9/28/2023	YH, HH	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Deogratias: A Tale of Rwanda	Stassen, Jean-Philippe	10/9/2023	YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Drama	Raina Telgemeier	3/21/2022	CIS, FBMS, FBHS, HMSH, WNHS, YMS, YES	Informal	No	Knocke	In Processing	NA	Access Limited	Remain in Collection Grades 6-12	Inappropriate for grade level and age group (Elementary)

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
Dreaming in Cuban	Garcia, CrisWna	10/9/2023	YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Eleanor & Park	Rowell, Rainbow	10/9/2023	FBHS, YHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Extremely Loud and Incredibly Close	Jonathan Safran Foer	3/21/2022	FBHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Ghost Boys Rhodes	Jewell Parker	10/9/2023	YES	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued		Weeded. Lack of Circulation.
I am Not Your Perfect Mexican Daughter	Sánchez, Erika L.	10/9/2023	FBHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Identical	Ellen Hopkins	9/28/2023	FH, HH, YH	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
If I was Your Girl	Russo, Meredith	10/9/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Lucky	Alice Sebold	10/6/2023	FBHS, YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Me and Earl and the Dying Girl	Jesse Andrews	9/28/2023	FBHS, HMHS, YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
Nineteen Minutes	Jodi Picoult	3/21/2022	FBHS, YHS, HMHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Real Live Boyfriends	E. Lockhart	3/21/2022	HMSH, FBHS, FBMS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Almost Moon	Alice Sebold	10/6/2023	YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Bluest Eye	Toni Morrison	3/21/2022	FBHS, HMSH, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Clan of the Cave Bear	Jean M. Auel		FBHS, YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Hate You Give	Thomas, Angie	10/9/2023	FBHS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Haters	Jesse Andrews	10/5/2023	FBMS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Infinite Moment of Us	Lauren Myracle	10/5/2023	HMHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Kite Runner	Khaled Hosseini	3/21/2022	FBHS, YHS, YMS, FBMS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
The Perks of Being of Wallflower	Stephen Chbosky	10/5/2023	YHS, FBHS, HMSH, FBMS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Poet X	Acevedo, Elizabeth	10/9/2023	FBHS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Truth About Alice	Mathieu, Jennifer	10/9/2023	FBHS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Thirteen Reasons Why	Jay Asher	3/21/2022	HMSH, FBHS, FBMS, HMSH, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
This One Summer	Tamaki, Mariko	10/9/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Tricks	Ellen Hopkins	3/21/2022	HMSH, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Unravel Me	Mafi, Tahereh	10/9/2023	FBHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Water for Elephants	Sara Gruen	9/28/2023	FBHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.

Exhibit 2

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

Peter Parnell, et al.

Plaintiff,

v.

School Board of Nassau County, Florida,
et al.,

Defendant.

Case No. 3:24-cv-00492-WWB-MCR

[PROPOSED] ORDER

For good cause shown, and in consideration of the Parties' Joint Motion to Dismiss without Prejudice and Retain Jurisdiction (the "Joint Motion"), the Court hereby GRANTS the Joint Motion, and specifically retains jurisdiction to enforce the attached Settlement Agreement (the "Agreement") pursuant to Fed. R. Civ. P. 41(a)(2) in accordance with its terms for the duration of the Agreement, and incorporates into this Order the terms of the Agreement, which is annexed hereto as Exhibit A. See *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381 (1994) (recognizing that a federal district court may retain jurisdiction to enforce a "dismissal-producing settlement agreement" in its order); *Disability Advocates & Counseling Grp., Inc. v. E.M. Kendall Realty, Inc.*, 366 F. App'x 123, 125 (11th Cir. 2010); *Am. Disability Ass'n. Inc. v. Chmielarz*, 289 F.3d 1315, 1320-21 (11th Cir. 2002). Subject to the terms of this Order, the Court dismisses all claims in the above-captioned action without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(2).

SO ORDERED this _____ day of _____, 2024.

Hon. Wendy W. Berger
United States District Judge

Exhibit A

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement” or “Agreement”) is entered into as of September 11th, 2024, by and between (a) Peter Parnell, Justin Richardson, E.M. by and through her parent Sara Moerman, A.M. by and through her parent Sara Moerman, Sara Moerman, M.L. by and through her parent Toby Lentz, and Toby Lentz (“Plaintiffs”) and (b) the School Board of Nassau County, Florida, Dr. Kathy Burns in her official capacity as Superintendent of the Nassau County School District, Mark Durham in his official capacity as Assistant Superintendent of the Nassau County School District, Dr. Misty Mathis in her official capacity as Executive Director of Instruction of the Nassau County School District, and Dr. Kari Burgess-Watkins in her official capacity as Director of Instructional Technology & Information Services of the Nassau County School District (“Defendants,” together with Plaintiffs, the “Parties,” and each individually a “Party”) according to the terms set forth herein.

WHEREAS, between approximately September 8, 2023, and September 27, 2023, Citizens Defending Freedom, a private advocacy group, alleged that 36 books (each a “Challenged Book” and together the “Challenged Books”) held in Nassau County’s public school library collection (the “Libraries”) contained “obscene” material in violation of Florida Statutes §§ 847.012(5) and 847.001(19) (together, the “Obscenity Statute”);

WHEREAS, on or about November 9, 2023, Defendants publicly stated that they removed three of the Challenged Books from Nassau County’s Libraries—*And Tango Makes Three*, *Almost Perfect*, and *Ghost Boys*—on the basis of “lack of circulation”;

WHEREAS, on or about November 9, 2023, Defendants publicly stated that they removed or restricted an additional 33 of the Challenged Books from Nassau County’s Libraries on the basis that they contained “obscene” material in violation of the Obscenity Statute¹;

WHEREAS, before removing or restricting the Challenged Books, Defendants did not notice or hold a public meeting regarding their decision to remove or restrict any of the Challenged Books;

WHEREAS, Plaintiffs do not believe that the Obscenity Statute required the removal of the Challenged Books from Nassau County’s Libraries and believe that all the Challenged Books should be restored to the Libraries in the same condition, including in terms of each Challenged Book’s respective public school library location and student grade level accessibility, that each Challenged Book was in prior to Defendants’ decision to remove the Challenged Books;

WHEREAS, on May 15, 2024, Plaintiffs commenced an action against Defendants in the United States District Court for the Middle District of Florida, Case No. 3:24-cv-00492 (the “Action”), asserting that Defendants had removed (i) *And Tango Makes Three*

¹ A document created by Nassau County, and which identifies the Challenged Books and the bases for their removal, is attached to this Settlement Agreement as Exhibit A.

from Nassau County's Libraries based on its viewpoint in violation of the First Amendment of the United States Constitution; and (ii) all the Challenged Books from Nassau County's Libraries in violation of Florida's Constitution, Florida Statute § 1006.28(2)(a)5., and Florida Statute § 286.011 (the "Sunshine Law");

WHEREAS, on July 19, 2024, Defendants filed an Answer in the Action denying Plaintiffs' allegations against them;

WHEREAS, the Parties now desire to settle their outstanding differences, disputes, and all claims arising out of or with respect to this Action.

NOW, THEREFORE, in consideration of the mutual promises contained in this Settlement Agreement, the Parties hereby agree as follows:

Settlement Terms.

- A. Defendants agree that *And Tango Makes Three* contains no "obscene" material in violation of the Obscenity Statute, is appropriate for students of all ages, and has pedagogical value.
- B. Upon the Execution Date of this Settlement Agreement, Defendants shall immediately fully restore, with no age restriction whatsoever, *And Tango Makes Three* to Nassau County's Libraries.
- C. By no later than September 13, 2024, Defendants shall return each of the following 22 Challenged Books to Nassau County's Libraries:
 1. *Ghost Boys* by Jewell Parker Rhodes
 2. *Almost Perfect* by Brian Katcher
 3. *All American Boys* by Jason Reynolds
 4. *Beyond Magenta: Transgender Teens Speak Out* by Susan Kuklin
 5. *Crank* by Ellen Hopkins
 6. *Deogratias: A Tale of Rwanda* by Jean-Philippe Stassen
 7. *Drama* by Raina Telgemeier
 8. *Eleanor & Park* by Rainbow Rowell
 9. *I Am Not Your Perfect Mexican Daughter* by Ericka Sánchez
 10. *Identical* by Ellen Hopkins
 11. *If I Was Your Girl* by Meredith Russo
 12. *Me and Earl and the Dying Girl* by Jesse Andrews
 13. *Real Live Boyfriends* by E. Lockhart
 14. *The Bluest Eye* by Toni Morrison
 15. *The Clan of the Cave Bear* by Jean Auel
 16. *The Haters* by Jesse Andrews
 17. *The Poet X* by Elizabeth Acevedo
 18. *The Truth About Alice* by Jennifer Mathieu

19. *Thirteen Reasons Why* by Jay Asher
20. *This One Summer* by Mariko Tamaki
21. *Tricks* by Ellen Hopkins
22. *Unravel Me* by Tahereh Mafi

Defendants shall restore each of the 22 Challenged Books listed in this Section C to the same condition, including in terms of public school library location and student grade level accessibility, that each of the 22 Challenged Books were in before Defendants removed them from Nassau County's Libraries in or around November 2023.

- D. By no later than September 13, 2024, Defendants shall return *The Perks of Being a Wallflower* by Stephen Chbosky, one of the Challenged Books, to Nassau County's Libraries. Defendants shall make *The Perks of Being a Wallflower* available to all Nassau County public school students in grade level 9 and above.
- E. By no later than September 13, 2024, each of the remaining 12 Challenged Books, listed below in this Section E, shall be returned to the respective Nassau County public school library or libraries from which Defendants removed them in or around November 2023. Defendants shall make each of the 12 Challenged Books accessible to (i) all Nassau County public school students age 18 and over and (ii) all Nassau County public school students who obtain parental or guardian consent to check out any or all of the 12 Challenged Books listed below in this Section E.

Defendants covenant that the parental or guardian consent required for a Nassau County public school student under the age of 18 to check out any or all of the 12 Challenged Books listed in this Section E below is established when a Nassau County public school student, parent, or legal guardian provides a Nassau County public school library media specialist a handwritten or typed document ("Parental Consent Note") containing the following:

- (i) The parent or legal guardian's name;
- (ii) The name of the Nassau County public school student(s) for whom the parent or legal guardian has legal charge;
- (iii) The name(s) of the books which the parent or legal guardian consents to being checked out from the Libraries' age restricted collection;
- (iv) A statement which conveys that the parent or legal guardian identified in the Parental Consent Note consents to the student(s) identified in the Parental Consent Note checking out those books specifically identified in the Parental Consent Note from the Libraries' age restricted collection; and
- (v) The parent or legal guardian's signature and date of signing the Parental Consent Note.

The 12 Challenged Books which may be checked out of the Libraries by Nassau County public school students age 18 and over or those students for whom a Parental Consent Note has been submitted in accordance with this Section E are as follows:

1. *A Court of Mist and Fury* by Sarah J. Maas
2. *A Court of Thorns and Roses* by Sarah J. Maas
3. *Beloved* by Toni Morrison
4. *Dreaming in Cuban* by Cristina Garcia
5. *Extremely Loud and Incredibly Close* by Jonathan Safran Foer
6. *Lucky* by Alice Sebold
7. *Nineteen Minutes* by Jodi Picoult
8. *The Almost Moon* by Alice Sebold
9. *The Hate U Give* by Angie Thomas
10. *The Infinite Moment of Us* by Lauren Myracle
11. *The Kite Runner* by Khaled Hosseini
12. *Water for Elephants* by Sara Gruen

- F. Defendants covenant that by no later than October 31, 2024, Defendants will form a Nassau County School Board of Florida District Review Committee (“Review Committee”) pursuant to Administrative Rule 8.33 for the purpose of reviewing the 12 Challenged Books identified in Section E. Defendants covenant that each meeting of the Review Committee concerning each of the 12 Challenged Books listed in Section E shall be held in public and be subject to public comment pursuant to Administrative Rule 8.33 and the Sunshine Law. Any final decision made by the Review Committee shall be subject to appeal in accordance with Administrative Rule 8.33.
- G. Within 5 business days of the Execution Date, Defendants shall file on the docket for the Action a notice (the “First Notice”) which states that Defendants have fully restored *And Tango Makes Three* to Nassau County’s Libraries in accordance with Section B, *supra*, and that Defendants have also fully complied with Sections C and D, *supra*.
- H. By October 31, 2024, Defendants shall file on the instant docket a notice (the “Second Notice”), which states that Defendants have returned the 12 Challenged Books listed in Section E, *supra*, to the respective Nassau County public school library or libraries from which Defendants removed each of the 12 Challenged Books in or around November 2023 and made each of the 12 Challenged Books fully accessible to (i) all Nassau County public school students age 18 and over, and (ii) all Nassau County public school students who obtain parental consent to check out any or all of the 12 Challenged Books listed in Section E pursuant to the Parental Consent Note process described in Section E, *supra*.

- I. Defendants further covenant that by no later than December 31, 2024, counsel for Defendants shall provide a status report to counsel for Plaintiffs regarding the status of each of the 12 Challenged Books listed in Section E, *supra* (the "Status Report"). The Status Report shall list each of the 12 Challenged Books in Section E, *supra*, and, alongside each book, state whether each book has been (i) fully restored to Nassau County's Libraries absent any age restriction, (ii) restored to Nassau County's Libraries with age restriction(s) applied and identifying such restriction(s), (iii) completely removed from Nassau County's Libraries, or (iv) is still pending review and decision from the Review Committee.
- J. Within 1 business day of the Execution Date, the Parties shall file on the docket for the Action a "Joint Motion to Dismiss the Action Without Prejudice and Retain Jurisdiction" ("Voluntary Dismissal"). In the event Defendants fail to perform or in any way contravene the covenants Defendants make in the instant Settlement Agreement, Plaintiffs reserve the right to withdraw their Voluntary Dismissal and move for full reinstatement of their claims against Defendants ("Claims Reinstatement"), and Defendants covenant not to oppose Plaintiffs' Claims Reinstatement.
- K. **Attorneys' Fees and Costs.** The Parties agree that each Party shall bear its respective costs and fees incurred in connection with this Action, including, but not limited to, attorneys' fees and costs incurred in connection with the negotiation of this Agreement.
- L. **Entire Agreement.** This Settlement Agreement, including the recitals, constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Each Party acknowledges that in entering into this Agreement, they have not relied on any promise, representation, or warranty not contained in this Agreement.
- M. **Precedent or Establishment of Rights/Obligations.** The Parties agree that neither this Settlement Agreement, nor any actions taken by the Parties pursuant to this Settlement Agreement, create precedent for the Nassau County School District or establish any rights or obligations for any Party, other than those specifically identified within this Settlement Agreement. The Parties further agree that neither this Settlement Agreement, nor any actions taken by the Parties pursuant to this Settlement Agreement, constitute an admission of fault by Defendants or a waiver of any rights belonging to the Parties, other than those set forth herein. In addition, Plaintiffs do not, through this Agreement or otherwise, make any representation or agreement that the 12 Challenged Books listed in Section E, *supra*, should not be restored to Nassau County's Libraries in any other condition than the same condition, including in terms of each of the 12 Challenged

Books' respective library location and student grade level accessibility, that each of the 12 Challenged Books was in prior to Defendants' decision to remove them.

- N. **Modification.** No modification of this Settlement Agreement shall be binding unless in writing and signed by each of the Parties.
- O. **Counterparts.** This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- P. **Execution Date.** The Execution Date of this Agreement shall be the date when a fully executed copy of this Agreement is delivered to counsel for both Parties (the "Execution Date").
- Q. **Continuing Jurisdiction.** Pursuant to Federal Rule of Civil Procedure 41(a)(2), the Court presiding over the Action shall retain jurisdiction for purposes of enforcing the Settlement Agreement. In the event the Court presiding over the Action does not agree to retain jurisdiction over this Action, this Settlement Agreement shall be null and void.

ALL PARTIES CERTIFY THAT THEY HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO EACH OF THE ABOVE TERMS, CONDITIONS, AND PROVISIONS.

Intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the date(s) set forth below:

Peter Parnell



The School Board of Nassau County
Florida, by and through Counsel Brett
Steger

Justin Richardson



Dr. Kathy Burns

E.M. by and through her parent, Sara
Moerman

Mark Durham

A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis

Sara Moerman

Dr. Kari Burgess-Watkins

M.L. by and through her parent, Toby
Lentz

Signature: Toby Lentz
Toby Lentz (Sep 11, 2024 10:07 EDT)

Email: tobyrlentz@gmail.com

Signature: Sara Moerman
Sara Moerman (Sep 11, 2024 10:57 EDT)

Email: sara.moerman@gmail.com

Peter Parnell

The School Board of Nassau County
Florida, by and through Counsel Brett
Steger

Justin Richardson

Dr. Kathy Burns

E.M. by and through her parent, Sara
Moerman

Mark Durham

Sara Moerman

A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis

Sara Moerman

Sara Moerman

Dr. Kari Burgess-Watkins

Sara Moerman

M.L. by and through her parent, Toby
Lentz

M.L. / Toby Lentz

Toby Lentz

M.L. / Toby Lentz

Peter Parnell

The School Board of Nassau County
Florida, by and through Counsel Brett
Steger



Justin Richardson

Dr. Kathy Burns

E.M. by and through her parent, Sara
Moerman

Mark Durham

A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis

Sara Moerman

Dr. Kari Burgess-Watkins

M.L. by and through her parent, Toby
Lentz


Toby Lentz

Peter Parnell

The School Board of Nassau County
Florida, by and through Counsel Brett
Steger

Justin Richardson

Dr. Kathy Burns



E.M. by and through her parent, Sara
Moerman

Mark Durham



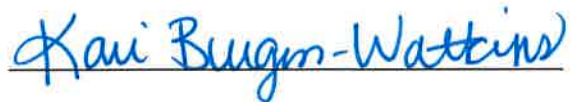
A.M. by and through her parent, Sara
Moerman

Dr. Misty Mathis



Sara Moerman

Dr. Kari Burgess-Watkins



M.L. by and through her parent, Toby
Lentz

Toby Lentz

Exhibit A to Settlement Agreement

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
A Court of Mist and Fury	Sarah Maas	10/5/2023	YHS, FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
A Court of Thorns and Roses	Sarah Maas	10/5/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
All American Boys	Jason Reynolds	10/9/2023	FBHS, FBMS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Access Limited	Remain in Collection Grades 9-12	Inappropriate for grade level and age group (Elementary and Middle)
Almost Perfect	Brian Katcher	3/21/2022	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued		Weeded. Lack of Circulation.
And Tango Makes Three	Justin Richardson	10/9/2023	YES	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued		Weeded. Lack of Circulation.
Beloved	Toni Morrison	3/21/2022	FBMS, YHS, FBHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Beyond Magenta: Transgender Teens Speak Out	Kuklin, Susan	10/9/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Crank	Ellen Hopkins	9/28/2023	YH, HH	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Deogratias: A Tale of Rwanda	Stassen, Jean-Philippe	10/9/2023	YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Drama	Raina Telgemeier	3/21/2022	CIS, FBMS, FBHS, HMSH, WNHS, YMS, YES	Informal	No	Knocke	In Processing	NA	Access Limited	Remain in Collection Grades 6-12	Inappropriate for grade level and age group (Elementary)

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
Dreaming in Cuban	Garcia, CrisWna	10/9/2023	YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Eleanor & Park	Rowell, Rainbow	10/9/2023	FBHS, YHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Extremely Loud and Incredibly Close	Jonathan Safran Foer	3/21/2022	FBHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Ghost Boys Rhodes	Jewell Parker	10/9/2023	YES	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued		Weeded. Lack of Circulation.
I am Not Your Perfect Mexican Daughter	Sánchez, Erika L.	10/9/2023	FBHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Identical	Ellen Hopkins	9/28/2023	FH, HH, YH	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
If I was Your Girl	Russo, Meredith	10/9/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Lucky	Alice Sebold	10/6/2023	FBHS, YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Me and Earl and the Dying Girl	Jesse Andrews	9/28/2023	FBHS, HMHS, YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
Nineteen Minutes	Jodi Picoult	3/21/2022	FBHS, YHS, HMHS, WNHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Real Live Boyfriends	E. Lockhart	3/21/2022	HMSH, FBHS, FBMS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Almost Moon	Alice Sebold	10/6/2023	YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Bluest Eye	Toni Morrison	3/21/2022	FBHS, HMSH, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Clan of the Cave Bear	Jean M. Auel		FBHS, YHS	Informal	No	Staff	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Hate You Give	Thomas, Angie	10/9/2023	FBHS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Haters	Jesse Andrews	10/5/2023	FBMS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Infinite Moment of Us	Lauren Myracle	10/5/2023	HMHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Kite Runner	Khaled Hosseini	3/21/2022	FBHS, YHS, YMS, FBMS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.

Informal Book Reviews

As of 11/9/2023

Title	Author	Date in Review	Schools	Type	Form Submitted	Who Submitted	Current Destiny Status	Basis For Objection	School District Action	Action Applies To	Basis for School District Action
The Perks of Being of Wallflower	Stephen Chbosky	10/5/2023	YHS, FBHS, HMSH, FBMS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Poet X	Acevedo, Elizabeth	10/9/2023	FBHS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
The Truth About Alice	Mathieu, Jennifer	10/9/2023	FBHS, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Thirteen Reasons Why	Jay Asher	3/21/2022	HMSH, FBHS, FBMS, HMSH, WNHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
This One Summer	Tamaki, Mariko	10/9/2023	FBHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Tricks	Ellen Hopkins	3/21/2022	HMSH, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Unravel Me	Mafi, Tahereh	10/9/2023	FBHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.
Water for Elephants	Sara Gruen	9/28/2023	FBHS, YHS	Informal	No	Knocke	In Processing	NA	Removed/ Discontinued	All Grade Levels	Prohibited by s. 847.012, F.S., Depicts or describes sexual conduct as defined in s. 847.001 (19), F.S.