

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS**

This Settlement Agreement ("Agreement") is made effective June 8, 2020 by and among the following: [REDACTED] ("John and Jane Doe") as parents and next friends of [REDACTED] ("Child Doe"), a minor, (collectively "Plaintiffs") and Independent School District No. 5, McClain County, Oklahoma, also known as Washington Public Schools, a public body corporate ("District"), A.J. Brewer, Superintendent, in his individual capacity, and Stuart McPherson, Principal and Athletic Director, Washington Middle School, in his individual capacity ("Defendants"). Plaintiffs and Defendants are parties to a lawsuit, Case No. CIV-18-271-JD, in the Western District of Oklahoma, which relates to the sexual assaults and bullying of Child Doe while attending Washington Public Schools. Both parties agree that this Agreement resolves the lawsuit and all other disputes between them prior to any formal findings by the Court, and that Defendants are not admitting to any wrongdoing or liability. This Agreement is entered into by the parties to avoid the cost and expense of further litigation. In consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

1. **ACTION BY DISTRICT:** District agrees to pay Plaintiff the sum of \$550,000.00 within 30 days of the approval of this Agreement, subject to approval of the terms of settlement by the Court, as full and complete settlement of all claims alleged in the above case.

2. **ACTION BY PLAINTIFFS:** Plaintiffs agree to do the following:

- a. File a Stipulation for Dismissal with prejudice in Case No. CIV-18-271-JD, within ten (10) days of the receipt of settlement proceeds;
- b. Cooperate with Defendants in all friendly suit matters; and,
- c. Release and discharge District and all Defendants from all actions, demands, disputes, causes in action, grievances, or complaints of whatever kind, character, or nature, including damages, costs, expenses and attorney's fees, without limitation excepting only performance of the terms of this Agreement. For the purpose of this release, the term "District" includes present or past members of the District Board of Education, present or former employees, servants, and independent contractors, including, without limitation, any attorney at law or law firm, whether corporation, partnership, or proprietorship, engaged by District.

3. **ACTION BY DISTRICT:** District agrees to take the following actions which are listed in Exhibit "A" attached.

4. **INDEMNIFICATION:** Plaintiffs agree to indemnify and hold forever harmless Defendants against loss from any further claim, demands, or adverse actions that may at any time be made or brought against Defendants anyone, including by any taxing authority, relating to how the settlement proceeds were distributed to Plaintiffs pursuant to this Agreement.

5. **SATISFACTION OF ALL MEDICAL EXPENSES:** In reaching this Agreement and settling Plaintiffs' claims, the parties have considered past, present and future medical expenses of the Plaintiffs and, without an admission of liability on the part of the released parties, have agreed to payment of a lump sum settlement amount which contemplates the past, present, and future medical expenses of undersigned Plaintiffs.

6. **NO MEDICAL LIENS:**

a. That no governmental or private employer, entity, person, firm, insurer, facility or provider has or will have or has made or will make any claim or lien, whether in subrogation or otherwise, against the Defendants, their insurers or the proceeds paid for this Release or the underlying cause of action arising directly or indirectly out of moneys, benefits, care, services, medicine, appliances, treatment or goods provided or paid to, for or on behalf of the Undersigned.

b. Any bills resulting from the above incident that have been paid by MEDICARE or MEDICAID are the sole responsibility of the Plaintiffs. Any bills paid by MEDICARE or MEDICAID have been disclosed by the Plaintiffs and it is agreed those are to be paid from the total settlement amount. If any bills resulting from the above referenced incidents were or will be paid by MEDICARE or MEDICAID and were not disclosed during settlement discussions and identified in this Release, reimbursement and satisfaction of such bills are the sole responsibility of the Plaintiffs.

c. In the event the Defendants or any other person are subjected to any claim in violation of the above representations and warranties, Plaintiffs hereby agree to defend them and indemnify them, to the full extent and for the full amount of any such payment. Defendants warrant and represent that no such claims have been asserted or currently exist as of the date of this Agreement. Further, that upon notification of any claim contemplated by this provision, Defendants agree to notify Plaintiffs' counsel in writing within 10 days.

7. **ENTIRE AGREEMENT, BENEFIT, AND JURISDICTION:** All parties have had an opportunity to consult with legal counsel or other advisors concerning this Agreement. This Agreement constitutes the entire agreement of compromise and settlement between and among the parties and may not be modified, altered, or revised except upon another, subsequent writing signed by both parties. It shall be construed according to the laws of the State of Oklahoma. It shall inure to the benefit of the heirs, successors, and assigns of the parties hereto.

8. **SEVERABILITY:** If any term, covenant or condition of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

9. **COURT'S RETENTION OF JURISDICTION:** The parties agree that the Court will retain jurisdiction during the duration of the Agreement to address any material breach in the implementation of the terms of this Agreement set forth in Exhibit

"A". The parties agree that the United States District Court for the Western District of Oklahoma shall be the sole and exclusive forum to enforce this Agreement. This Agreement will continue until July \_\_, 2023.

**Plaintiffs:**

\_\_\_\_\_  
Jane Doe

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Doe

**Witness:**

\_\_\_\_\_  
Nathan Richter, Attorney for Plaintiffs

\_\_\_\_\_  
Date

**District:**

\_\_\_\_\_  
Chris Reynolds, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
A.J. Brewer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stuart McPherson

\_\_\_\_\_  
Date

**Witness:**

\_\_\_\_\_  
F. Andrew Fugitt, Attorney for Defendants

\_\_\_\_\_  
Date

Case: Child Doe v ISD #5 McClain Country, aka Washington Schools; AJ Brewer and Stuart McPherson  
USDC WD Oklahoma 18-cv-271 JD

The Defendants agree to pay the Plaintiff the total sum of \$550,000 inclusive of all fees and costs. This settlement must be approved by the court for minors claim.

Plaintiff accepts offer.

Within 1 days of this agreement the Plaintiffs will use best efforts to forward any Subrogation, liens and lienholders, if any, to defendant's attorney. Defendant's attorney shall forward to Plaintiff counsel within 3 days an agreed upon Release of all Claims. Plaintiff agrees to execute mutually acceptable Full Release of all Claims within 3 days and return to defendant. The Defendants shall issue payment within 30 days after receiving above described information and executed Full Release of all Claims against all Defendants. Defendant's attorney to notify Judge of case settlement. Parties to jointly execute administrative closing within 30 days as per court order.

Additional non-monitory agreements attached to this settlement.

Each side responsible for their own attorney fees and costs including mediation fees/costs.

Dated this 8th day of June day of 2020

**Approved as to form and content**

Nathan D. Fichter, OBA #221013  
(Print Name)  
[Signature]  
(Signature)

F. Andrew Fugitt, OBA #15302  
(Print Name)  
[Signature]  
(Signature)

\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)

Laura L. Holmgren-Ganz, OBA #12342  
(Print Name)  
[Signature]  
(Signature)

\_\_\_\_\_  
(Print Name)  
\_\_\_\_\_  
(Signature)

[Signature]  
(Print Name)  
[Signature]  
(Signature)  
MARGARET M. BOVE

I. On an annual basis beginning with the 2020-2021 school year, the District shall seek training assistance from OSSBA regarding the policies and procedures, professional development, and curriculum necessary to carry out the Administration's anti-harassment, intimidation, retaliation, and bullying plan. In consultation with OSSBA, the District will revise its relevant policies and procedures, professional development, and curriculum in accordance with the recommendations of the Oklahoma State School Board Association ("OSSBA"), unless otherwise prohibited by laws or collective bargaining agreements.

II. On an annual basis beginning with the 2020-2021 school year, the District shall seek training and professional development assistance specific to Title IX and its requirements. The

~~District shall provide a list of recommended training vendors and/or providers to Plaintiff's counsel. Plaintiff's counsel shall approve the Title IX training vendor and/or provider. The parties to agree on the trainer and identify the same in the final settlement and release agreement.~~

III. ~~Outside consultant~~ <sup>OSSBA</sup> to review policies and procedures to determine Title IX compliance, and, to the extent the same are not in compliance, the District shall work with the consultant to revise its policies and procedures accordingly. The District shall develop and add to its current policies a specific anti-retaliation policy.

IV. Required to track and document all HIB reports, including but not limited to sexual harassment, sexual assault, bullying, retaliation, and/or intimidation, whether oral or in writing. District to adopt and utilize a database for tracking all complaints, whether or not substantiated.

V. Climate surveys. District shall perform annual, age-appropriate, anonymous climate surveys. District shall consult with an outside consultant to develop, implement, track and record

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through FAF  
OSSBA  
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And maintain for five years FAF  
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the results of all climate surveys. Climate surveys shall be designed by the selected outside consultant.

VI. Title IX Coordinator

A. Role and Selection of Title IX Coordinator

1. The District will agree to designate at least one employee, who is not a member of the athletic department, to serve as its Title IX Coordinator and will prepare a job description that clearly describe the roles and responsibilities.
2. The Title IX Coordinator's responsibilities will include investigation of any allegations covered by Title IX.
3. The District will ensure that the Title IX Coordinator has appropriate qualifications, training, and professional development to carry out the role of the Title IX Coordinator.
4. The District will agree to publish the HIB and sexual harassment policies referenced herein on its website, along with the name, address, and contact information for the Title IX Coordinator, and the forms necessary to file complaints or grievances.

B. Notice for staff, parents and students

1. The District will agree to disseminate the name, job description, and contact information for the person designated as the Title IX Coordinator through a variety of means so that students, staff and the community are aware of the person designated as the Title IX Coordinator.

VII. Mental Health Needs of Students

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A. The District agrees that a counselor or other professional qualified to assist students with mental health concerns will be available to assist students who have mental health concerns as a result of or in connection with harassment or bullying.

B. The District's Mental Health Committee, if one is established, should review and assess current practices in the District with regard to assisting middle and high school students who are targets of harassment, including students who may be at risk for mental health problems that include, but are not limited to, depression, anxiety, cutting and other self-injurious behaviors, and/or suicidal ideation or suicide attempts. The District's Mental Health Committee should develop and implement a plan to effectively address, assist and respond to middle and high school students who are targets of bullying, harassment, and sexual assaults.

VIII. Reporting to Plaintiffs

A. In June 2021 and June 2022 and June 2023, the District will report in writing to plaintiffs (c/o Nathan Richter) setting forth the steps they have taken to comply with the agreements set forth herein, ~~including the results of all climate surveys.~~ The reports will be kept confidential.

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