

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is made and entered into by and between [Jane Doe] (the "Plaintiff") and North Penn School District (the "School District" or "District"). The parties to this Agreement are collectively referred to herein as the "Parties."

WHEREAS, the Plaintiff filed suit against the School District in the United State District Court for the Eastern District of Pennsylvania, captioned as *Jane Doe v. North Penn School District*, Civil Action No. 20-cv-05142-ER, alleging that the School District violated Title IX of the Education Amendments of 1972 and the Equal Protection Clause of the United States Constitution (hereinafter the "Lawsuit");

WHEREAS, the Parties participated in a settlement conference on January 4, 2023;

WHEREAS, the School District denies any liability arising from the Plaintiff's allegations;

WHEREAS, the Parties wish to resolve matters relating to the Plaintiff's claims in the Lawsuit to avoid the expense and disruption anticipated in the event of further litigation between the Parties;

WHEREAS, this Agreement is made and entered into by the Parties effective as of February 16, 2023;

In consideration of the mutual promises contained herein, fully intending to be legally bound, the Parties agree as follows:

- I. The School District, through its insurer, Zurich American Insurance Company, agrees to make payment to the Plaintiff in the amount of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) (the "Settlement Payment"). The Settlement Payment will be in the

form of a check payable to “ [Jane Doe] and her attorneys Messa & Associates, P.C.,” delivered to Laura Laughlin, Esq., Messa & Associates, P.C., 123 22nd Street, Philadelphia, PA 19103, no later than twenty (20) days after this Agreement is fully executed and delivered to the Parties, through their respective counsel. Allocation of the Settlement Payment between the Plaintiff and her various legal counsel will be at the sole discretion of the Plaintiff and her counsel.

2. For and in consideration of the Settlement Payment made to the Plaintiff by or on behalf of the School District as described in Paragraph 1 above, and for other good and valuable consideration including, without limitation, the non-monetary items described below, the Plaintiff does for herself, and her heirs, executors, administrators, and assigns, hereby releases and forever discharges North Penn School District and Zurich American Insurance Company (the “Releasees”), their agents, officials, employees, representatives, successors, assigns, and all other persons, firms, or corporations having an interest herein from any and all liability, claims, demands, damages, actions, or causes of action, joinders, costs, contribution, demands whatsoever, in law or in equity, on account of the allegations more fully described in the Lawsuit and for all claims or demands whatsoever, that are known or unknown, suspected or unsuspected, in law or equity, which her heirs, executors, administrators, or assigns can, shall, or may have by reason of any matter, cause or thing whatsoever prior to the effective date of this Agreement.

3. The Plaintiff will assume full and direct responsibility for payment and reimbursement of any and all valid liens, known or unknown, for payments made by Medicare, Medicaid, and/or any other entities, known or unknown, for medical care or treatment provided to and received by the Plaintiff for any and all injuries the Plaintiff

alleges are/were causally related to the allegations in the Lawsuit. The Plaintiff agrees to defend, indemnify, and hold harmless Releasees from any and all claims made by any entities for payment and/or reimbursement of any such liens. The Plaintiff represents and warrants that she has disclosed all information concerning payments made on behalf of the Plaintiff by Medicare that are related to the claim being released (none disclosed) and has disclosed all information concerning any such liens related to the claim being released (none disclosed). In the event that an undisclosed Medicare lien does exist, or in the event that Medicare asserts a lien after this Agreement is signed, the Plaintiff agrees to indemnify and hold harmless the Releasees, their affiliates, employees, directors and officers against any and all damages, actions, claims, demands arising out of such liens.

4. As additional, nonmonetary consideration for Plaintiff to enter into this Agreement, the School District agrees to the following:

a. *Mandatory Title IX Training:* The School District will provide mandatory Title IX training for all administrators, teachers, and other employees in the School District. This will include instruction and education on the District's obligations and students' rights under Title IX, how to recognize and report sexual harassment (which includes sexual assault) of students, and the procedures for reporting and investigating alleged sexual harassment of students.

i. The District's Title IX Coordinator and any assistant coordinators shall, within one year from the date of this Release, participate in training through, and if applicable receive certification from, a Title IX training entity such as, but not limited to, the Association of Title IX Administrators (ATIXA). Thereafter, the District's Title IX Coordinator and any assistant coordinators shall receive at

- least one (1) hour of training per year on changes to the law, best practices and other issues related to Title IX.
- ii. District administrators shall receive at least one (1) hour of Title IX training every school year. This training shall be delivered under the supervision of the District's Title IX Coordinator and may include additional training presented by legal counsel for the District.
 - iii. All other District employees shall receive at least one (1) hour of Title IX training every three (3) years. This training shall be delivered under the supervision of the District's Title IX Coordinator and may include training presented by building principals, departmental supervisors and/or legal counsel for the District. Notwithstanding the foregoing, all District employees shall receive at least one (1) hour of this Title IX training within their first year of being employed by the District.
- b. *Curriculum Addressing Sexual Harassment and Title IX Rights:* Beginning in the 2023-2024 school year at the middle and high school levels and beginning in the 2024-2025 school year at the elementary level, the School District shall provide, through the delivery of in-school instruction, an age-appropriate curriculum to students that includes education on what constitutes sexual harassment, how to report harassment, the School District's policies and procedures on investigating and responding to reports of sexual harassment of students, and students' rights under Title IX.
- c. *Climate Surveys Addressing Sexual Harassment:* During the 2022-2023 school year and at least once every three years thereafter, the District will implement a climate survey to all students in grades six (6) and up that includes, but is not limited to,

questions designed to elicit student feedback about their experiences in school as it relates to harassment and assault based upon sex.

d. *Reporting and Investigations:* The District will continue to utilize the procedures that it has established, under the direction and supervision of its Title IX Coordinator, for tracking reports, investigations, and outcomes of incidents or complaints of student sexual harassment, to ensure central record keeping for such information, detection of repeat respondents, and that reports and incidents are properly and thoroughly addressed by the District. Building principals will continue to be required to notify the District's Title IX Coordinator of all reports of sexual harassment, regardless of whether a formal complaint has been submitted. Upon such notification, the Title IX Coordinator will continue to promptly contact the complainant in order to gather additional details as necessary, provide information about the District's nondiscrimination policies and discuss the availability of supportive measures. The District will continue to regularly review and, with the support of the Pennsylvania School Boards Association, update its policies and procedures to ensure ongoing compliance with Title IX and all other applicable laws.

i. Reports of harassment that are submitted by building principals, departmental supervisors, students, parents or anyone else to the District's Title IX Coordinator shall be documented in an electronic format that includes the following minimum information: date of incident(s), building/location, name of administrative contact, name of complainant(s), name of respondent(s), description of supportive measures, description of the issue/behaviors and outcome.

ii. When reports of harassment are initially documented by the District's Title IX

Coordinator or an assistant coordinator, a search of prior documented reports shall be conducted for the purpose of determining whether any named respondent was previously named as a respondent in a prior report.

iii. Documentation of reports of harassment shall be maintained for the length of time as required by law or as deemed necessary by the District. At present, the District does not delete or destroy documentation of reports of harassment that have been submitted to the District's Title IX Coordinator.

- e. *Title IX Coordinator:* At all times, the School District will have at least one full-time employee serving as its Title IX Coordinator and will ensure that within one year of the date of this Agreement, the job description for the position of Title IX Coordinator clearly describes the role and responsibilities. Nothing in this Agreement, however, shall prevent the School District from assigning the Title IX Coordinator such other duties and responsibilities as the School District deems appropriate. The School District will also ensure that the Title IX Coordinator has appropriate qualifications, training, and professional development to carry out the role of Title IX Coordinator. As deemed necessary by the School District, it will also continue to designate employees to serve as Assistant Title IX Coordinators. The School District will ensure that all Assistant Title IX Coordinators have job description that clearly describe their roles and responsibilities, and that they have appropriate qualifications, training, and professional development to carry out the role of Assistant Title IX Coordinator.
- f. *Reporting to Plaintiff:* In March 2024, the School District will report in writing to Plaintiff (c/o Messa & Associates and Public Justice) the steps it has taken to comply with items listed in 4. a. through e. above.

5. This Agreement shall not to be construed as an admission of liability by the School

District, and any such liability is hereby expressly denied.

6. This Agreement contains the sole and entire agreement between the Parties and fully supersedes any and all prior or contemporaneous agreements or understandings pertaining to the subject matter hereof. The Plaintiff warrants and represents that no promise or inducement has been offered, except as herein set forth, and this Agreement is executed without reliance upon any statement or representation by the Releasees or their representatives, or physicians, concerning the nature and extent of the injuries and/or damages alleged and/or legal liability therefor.

7. Not later than three (3) business days after delivery of the Settlement Payment to Messa & Associates pursuant to Paragraph 1 above, the Plaintiff will file a proposed Order voluntarily dismissing the Lawsuit with prejudice. The Order will specify that the Parties are to bear their respective attorneys' fees and costs.

8. The Parties agree that any dispute arising this Agreement will be adjudicated in the United States District Court for the Eastern District of Pennsylvania or, in the event that the federal court declines to exercise jurisdiction, the Montgomery County Court of Common Pleas, and shall be construed in accordance with Pennsylvania law.

9. This Agreement may be signed by the Parties in counterparts.

[Jane Doe]

[Jane Doe]

NORTH PENN SCHOOL DISTRICT

By: maistell
Board President

Attest: MBL
Board Secretary

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