

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between [REDACTED] and [REDACTED] and the Kiel Area School District ("District") this 21st day of December, 2022. Hereinafter, the [REDACTED] and the District are collectively referred to as "Parties."

WHEREAS, the [REDACTED] filed a lawsuit against the District in the United State District Court for the Eastern District of Wisconsin, [REDACTED] ("Lawsuit"); and

WHEREAS, the Parties desire to settle and resolve the claims that were made or could have been made in the Lawsuit and resolve all differences between them.

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

1. The District insurance carrier shall pay to the [REDACTED] the sum of One Hundred Forty-Two Thousand Five Hundred and no/100 Dollars (\$142,500.00), which amount shall be paid within thirty (30) days of execution of this Settlement Agreement. Said payment will be made to the [REDACTED] through a check made payable to [REDACTED] and mailed to [REDACTED]
[REDACTED]
2. Upon receipt of the settlement payment set forth in Paragraph 1, the [REDACTED] will dismiss the Lawsuit with prejudice.
3. The District shall provide training to its staff on a bi-annual basis for ten (10) years following execution of this Settlement Agreement on the topic of how to prevent and respond to student racial harassment. District staff receiving this training shall include all employees having regular contact with students including, but not limited to, instructional staff and teacher's aides, custodial and cafeteria employees, athletic coaches, and extracurricular leaders (e.g., band and chorus music directors). Employees having only episodic and/or limited contact with students, such as substitute teachers, may be excluded.
4. The Parties agree to the following statement that will be made after the Lawsuit is dismissed:

The District and [REDACTED] have reached a mutual resolution to which both parties agree is in the best interest of the parties, District students, Board members, and the larger school community. The District remains committed to ensuring a harassment-free environment in which all students feel safe and supported in their learning environment.

5. The [REDACTED] do hereby and for their heirs, executors, administrators, successors and assigns release, acquit, and forever discharge the District, Jim Bajczyk, Dan Dietrich, Stuart Long, Dan Meyer, Randy Olm, and all other District employees, Board members, elected officials, appointed officials, attorneys, servants, successors, heirs, executors, administrators, and insurers of and from any, and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, and however classified under the Wisconsin Uniform Marital Property Act, which the undersigned now have or which may hereafter accrue arising out of anything that occurred prior to the execution of this Settlement Agreement including, but not limited to, the events outlined in Eastern District of Wisconsin [REDACTED] including both the Complaint and Amended Complaint filed in the Lawsuit.
6. The District does hereby and for its heirs, executors, administrators, successors and assigns release, acquit, and forever discharge [REDACTED] and [REDACTED] which the undersigned now has or which may hereafter accrue arising out of anything that occurred prior to the execution of this Settlement Agreement including, but not limited to, the events outlined in Eastern District of Wisconsin [REDACTED], including both the Complaint and Amended Complaint filed in the Lawsuit..
7. The Parties understand and agree that this settlement is the compromise of a disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releasees deny liability therefor and intend merely to avoid litigation and buy their peace.
8. The [REDACTED] do hereby declare and represent that the injuries they sustained, including those as yet unknown, are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release it is understood and agreed, that the [REDACTED] rely wholly upon the their judgment, belief and knowledge of the nature, extent, effect and duration of said injuries and liability therefor and this Settlement Agreement is made without reliance upon any statement or representation by the District or any person or party released or their representatives or by any physician or surgeon by them employed.
9. As a further consideration, the [REDACTED] agree to indemnify releasees and to save the releasees harmless from any liens and/or claims which any party may possess as a result of having made payment to or on behalf of the [REDACTED] for medical bills, wage loss, property damage, personal injuries and all other claimed damages, or for/on behalf of the [REDACTED] to doctors, hospitals, clinics or other health care providers for services rendered in treatment of the injuries sustained by the [REDACTED]. The [REDACTED] agree that if a lien or claim based on payment of medical expenses incurred in treatment of injuries they sustained, or any claim for wage loss, property damage, personal injuries and all other claimed damages is

asserted against any releasee, the [REDACTED] will indemnify release(s) for the costs of defending any such actions and indemnify release(s) for the amount of any judgment entered as a result of such actions.

10. The [REDACTED] expressly understand, agree and covenant that any and all Medicare, Medicaid, Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other types of liens or interests that have been and/or could be claimed by any person and/or entity will be fully paid, satisfied and released from the settlement proceeds paid herein, in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released. The [REDACTED] agree to indemnify and hold harmless the releasees, their insurers, attorneys, agents, servants, successors, heirs, executors, and administrators from any claim by, through and/or under the [REDACTED] including, but not limited to, any direct claim by Medicare, Medicaid, and/or Social Security for reimbursement of any funds paid by them relating to the injuries and/or claims arising from the accident, casualty or events referred to above.
11. The Parties declare and represent that no promise, inducement or agreement not herein expressed has been made, and that this Settlement Agreement contains the entire agreement between the Parties hereto.
12. The Settlement Agreement is being executed in the State of Wisconsin and shall be governed, interpreted, construed, and enforced according to the laws of the State of Wisconsin.
13. This Release may be amended only by written instrument designated as an amendment hereto and executed by the signatories or their successors.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT AND KNOW THAT IT INCLUDES A COMPLETE BAR TO ANY FUTURE CLAIM OR ACTION OF ANY KIND ON ACCOUNT OF ANY INJURIES OR DAMAGES, WHETHER KNOWN OR UNKNOWN AT THIS TIME, CAUSED OR RESULTING FROM THE MATTERS MENTIONED ABOVE.

CAUTION: READ BEFORE SIGNING BELOW

Dated: Dec 21, 2022

[REDACTED]

Dated: Dec 21, 2022

[REDACTED]

Dated: Dec 21, 2022

[REDACTED]

Signed, pursuant to § 757.38, Wis. Stats., this 21st day of ~~October~~ ^{December}, 2022.



Dated: 12/21/2022

Rasiek. O. President
Kiel Area School District