

## MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (“Agreement”) is entered into by and between Independent School District No. 877, Buffalo-Hanover-Montrose (“District”) and Helene Woods (“Parent”), individually and on behalf of her minor child, Matthew Woods (“Student”).

WHEREAS, Student is a minor who was born on September 27, 2003, and attended Buffalo Community Middle School in the District during the 2015-16 school year and a portion of the 2016-17 school year;

WHEREAS, Parent has sole physical and legal custody of Student and represents that she has the exclusive legal right to make decisions for and on behalf of Student;

WHEREAS, on behalf of Student and herself, Parent served a Summons and Complaint (“Complaint”), dated November 21, 2019, asserting claims against the District;

WHEREAS, the Complaint is captioned *Helene Woods on behalf of herself and her minor son, M.W. v. Buffalo-Hanover-Montrose School District (Independent School District No. 877)*, Court File No. 86-CV-19-6402 (the “Civil Action”);

WHEREAS, the parties and their legal counsel participated in mediation sessions with mediator retired Judge Mickey Greenberg on January 5, 2021, and January 20, 2021; and

WHEREAS, Attorneys Katherine S. Barrett Wiik and Amy S. Conners from the law firm of Best & Flanagan L.L.P., and Jess Braverman and Christy L. Hall from Gender Justice represented Parent and Student during mediation, and attorney Michael J. Waldspurger and Zachary J. Cronen from the law firm of Rupp, Anderson, Squires & Waldspurger, P.A. represented the District; and

WHEREAS, during the mediation the parties negotiated this Agreement in order to resolve any and all claims that Student or Parent may have against the District and any of its representatives based on any facts that exist or may exist as of the date Parent signs this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises contained in this Agreement, including the relinquishment of certain legal rights and other valuable consideration, the sufficiency of which is acknowledged, Parent and the District agree as follows:

1. **Court Approval Required.** Pursuant to Rule 145 of the General Rules of Practice, the parties recognize and agree that Court approval is required for this Agreement and for the disbursement of any settlement funds. Thus, this Agreement is subject to and wholly contingent upon Court approval. At their expense, counsel for Parent and Student must prepare all documents that are necessary to file a petition with the Court and to obtain a written Order from the Court approving this Agreement and the disbursement of funds. Counsel for Parent and Student will forward a copy of all documents that are filed with the Court to the District’s legal counsel.

2. **Mediated Agreement.** This is a binding settlement pursuant to Minnesota Statutes section 572.35. This statute is incorporated into this Agreement by reference. The parties agree that the mediator has no duty to protect their interests or provide the parties advice about their legal rights. The parties also understand and agree that signing a mediated settlement agreement may adversely affect their legal rights. The parties have consulted their attorneys before signing this mediated settlement Agreement. The undersigned understand that this means this matter is now resolved and concluded.
3. **Release of All Claims.** In consideration for the payment outlined in Paragraph 4 below, and as an inducement for the District to enter into this Agreement, Parent, on behalf of herself and Student, hereby fully and completely releases, acquits, and forever discharges the District, along with its current and former School Board members, officers, employees, agents, representatives, insurers, attorneys, vendors and other affiliates from any and all liability for any and all damages, actions, or claims—regardless of whether they are known or unknown, direct or indirect, asserted or not asserted—that arise out of or relate to any action, decision, event, fact, or circumstance related to the Civil Action occurring before Parent signs this Agreement. Parent understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that she or Student may have related to the Civil Action and based on events that took place up to the date Parent signs this Agreement, that are based on or arise under any federal or state law, including but not limited to the federal constitution, the state constitution, or any federal or state statute, regulation, rule, or common law.
4. **Payment.** Within thirty (30) calendar days after the District receives a copy of the written Order from the Court approving this Agreement, including the disbursement of settlement funds, the District’s insurer, Wright Specialty Insurance Agency, Inc., will make payments in the total present value amount of two hundred eighteen thousand five hundred dollars and zero cents (\$218,500.00), which will be disbursed and distributed pursuant to the “Terms of Payment Agreement” and as approved by the Court. The payment identified in this paragraph, and in paragraph 15, is full and complete consideration for this Agreement, including the release of all claims as set forth in Paragraph 3. Parent, Best & Flanagan L.L.P, and Gender Justice must provide completed W-9 forms to the District’s legal counsel as a prerequisite to receiving any payment.
5. **Nature and Extent of Injuries.** Neither the District nor any person affiliated with the District, including any School Board member, official, employee, agent, insurer, attorney, or representative, has made any statement or representation to Parent or Student regarding the nature, extent, or duration of any alleged injury or any harm Student has allegedly suffered as a result of any event, including, but not limited to, any injury caused or suffered, or allegedly caused or suffered, during Student’s attendance at the District’s schools.
6. **Payment of Medical Bills.** Parent understands and agrees that she is responsible for the payment of any and all outstanding and future bills relating to medical services and prescription drug items associated with any alleged injury or illness.

7. **Liens, Subrogation, and Indemnification.** Parent understands and agrees that she is solely responsible for satisfying any conditional payments, liens, subrogation claims, demands for payment, and all other obligations to reimburse any governmental entity, governmental program, public or private insurer, or other source of payment or benefits furnished to Student now or any time in the future, including, but not limited to, any claims or demands for repayment or reimbursement of payments made for medical services or prescription medications. Parent agrees to indemnify and hold the District, its insurers, and its attorneys harmless from any and all claims and losses associated with any conditional payment, lien, subrogation claim, or other claim or demand asserted by any governmental entity, governmental program, public or private insurer, or any other source of payment or benefits that have been furnished to Student.
  
8. **Medicare.** The District, its insurer, and Parent have sought to protect the interests of Medicare. It is not the intention of any party to shift to Medicare responsibility for coverage or payment of medical services or expenses relating to any alleged damages. Based on a thorough review of relevant facts and circumstances, Parent acknowledges that a determination was made, and that Parent has so warranted and advised the District that:
  - a. With regard to any damages that Parent or Student have allegedly suffered, neither Parent nor Student has claimed or received, and will not claim in the future, health insurance coverage through Medicare in any form whether it be Medicare Part A - Hospital Insurance, Medicare Part B - Medical Insurance, Medicare Part C - Medicare Advantage Plan Coverage or Medicare Part D - Prescription Drug Coverage; and
  - b. Neither Parent nor Student has claimed or received, and will not claim in the future, Medicare benefits for any treatments associated with any damages that Parent or Student has allegedly suffered because of the District.
  - c. In the unexpected event that Parent or Student incurs any expenses for medical care or treatment that is or may be related to any damages allegedly caused by the District, Parent agrees that she will not file any claim with Medicare for such future medical care or treatment on her own behalf or on behalf of Student. Parent agrees to be solely responsible for payment of any future medical expenses that are or may be related to any damages that Parent or Student allegedly suffered and not to shift the responsibility to Medicare.
  - d. Parent agrees to indemnify and hold the District, its insurers, and its attorneys harmless from any and all losses associated with any conditional payment, lien, subrogation or other claim or demand asserted by Centers for Medicare & Medicaid Services, its contractors, other governmental entities or programs, insurers, or any other sources of payment or benefits that may arise in any manner under any contract or any federal or state law, including, but not limited to, the Medicare Secondary Payer laws. Parent further agrees to indemnify and hold the District, its insurers, and its attorneys harmless from any and all losses resulting from any failure by Parent to provide accurate representations and warranties or to adhere to

the representations and warranties contained in this Agreement and, if applicable, the Addendum to this Agreement.

9. **Tax Consequences.** Parent acknowledges and agrees that neither the District nor any of its insurers, attorneys, agents, employees, or representatives have made any statements or representations regarding the tax consequences of the payment being made pursuant to this Agreement. It is specifically agreed and understood by Parent and her attorneys that they are solely responsible for determining any tax consequences and for paying any taxes owed based on the payment made pursuant to this Agreement.
10. **Not Rescindable.** This Agreement, including the release of claims, is effective upon execution and is not rescindable with respect to any claims.
11. **No Wrongdoing.** This Agreement is made in compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing by or on behalf of the District, or any other party identified in interest with the District.
12. **Non-Monetary Terms.** The parties acknowledge and agree that this Agreement includes certain non-monetary terms, which are included in Exhibit A and are incorporated into this Agreement by reference. The parties agree that the non-monetary terms are enforceable as outlined in Exhibit A, and that any dispute regarding the non-monetary terms does not affect the validity and enforceability of the remainder of the Agreement.
13. **Voluntary Agreement.** The parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. The parties are voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.
14. **Attorney Fees.** Parent and District agree that neither Parent nor Student may be deemed to be a prevailing party for any purpose, including, but not limited to, any otherwise applicable fee-shifting statutes. The present value payment set forth in Paragraph 4 of this Agreement is intended to be an all-inclusive, total obligation payment that covers any and all claims that Parent, Student, or their attorneys might otherwise make for attorney fees. As a result, Parent and Student waive any right to seek reimbursement for or recovery of attorney fees from the District. Parent and Student are wholly and exclusively responsible for paying their own attorney fees, costs, and expenses out of the payment set forth in Paragraph 4, with an understanding that the amount of that payment must be approved by the Court, as stated in Paragraph 1 of this Agreement. Parent agrees that her attorneys may not make any claim for fees directly against the District, and Parent hereby agrees to defend, indemnify, and hold the District harmless in the event her attorneys attempt to make any claim for fees directly against the District.
15. **Mediator's Fee.** The District or its insurer will pay Retired Judge Mickey Greenberg's fees for the mediation sessions he conducted on January 5, 2021 and January 20, 2021.

- 16. **Choice of Law and Severability.** This Agreement is governed by the laws of the State of Minnesota. If any part of this Agreement is construed by a court of competent jurisdiction to be in violation of any law, the remaining portions will remain in full force and effect.
- 17. **Equal Drafting.** In the event that any party asserts that a provision of this Agreement is ambiguous, this Agreement must be deemed to have been drafted equally by the parties.
- 18. **Complete Agreement.** This Agreement, together with the “Terms of Payment Agreement” constitutes the full and complete agreement between the parties. The parties to this Agreement and “Terms of Payment Agreement” have not relied on any promise, representation, statement, or inducement that is not expressly stated in this Agreement. A copy of this document will have the same legal effect as the original.

*By signing below, each party specifically acknowledges that it has reviewed the terms of this Agreement with legal counsel; that it fully understands the terms of this Agreement; and that it knowingly and voluntarily intends to be legally bound by the terms of this Agreement.*

**PARENT**

Dated: 05/17/2021

D. Helene Woods  
Helene Woods, Parent

**INDEPENDENT SCHOOL DISTRICT NO. 877, BUFFALO-HANOVER-MONTROSE**

Dated: 6-28-2021

Melissa Brings  
School Board Chair

Dated: 6-28-2021

[Signature]  
School Board Clerk

## **EXHIBIT A**

1. By July 30, 2021, the District will develop formal written policies addressing the rights of transgender and gender non-conforming students. The policies will apply district-wide (K-12), with implementation starting no later than the start of the 2021-2022 school year. The policies will include the following provisions:
  - a. All students may use bathrooms consistent with their gender identity.
  - b. All students have the option of using gender-neutral, or single-stall facilities if they choose to do so. No student will be singled out and required by the District to use a gender-neutral bathroom.
  - c. All students may use locker rooms consistent with their gender identity. Private changing spaces will be provided for any students who would prefer not to use a communal locker room. No student will be singled out and required by the District to use a private changing space.
  - d. The District will work with any students who identify themselves as transgender, gender non-conforming, or non-binary, and with any adults the student identifies, to determine how the District can best support that student. This includes, but is not limited to, ensuring school officials use the proper name and pronoun for that student. The school will ensure any such discussions are private. This paragraph does not require the District to hire or pay any type of fee to work with any adult the student identifies.
  - e. The District will not tolerate bullying of students or staff on the basis of sexual orientation, gender identity, or gender expression.
  - f. The District will ensure that all transgender and gender-nonconforming youth can play on sports teams consistent with their gender identity. Subject to meeting the performance criteria that apply to all students trying out for a team, gender non-conforming youth may choose which team they are most comfortable with. For high school students, the District will abide by the rules for transgender participation adopted by the Minnesota State High School League.
2. The District will ensure all staff and School Board members are aware of the District's updated policies regarding transgender and gender non-conforming students.
3. The District will develop a plan to ensure LGBTQ students are aware of the District's policies and know who to speak to if they have questions about the policy, are seeking support from the District, or are seeking to report any bullying or mistreatment. The District will inform Plaintiffs of their plan by the start of the 2021 school year. The parties agree that in addition to ensuring LGBTQ students are aware of the policies, the District will publish notice of the policies in the Student Handbook (which may be

provided to students electronically) and will post the policies on its website, and that said actions meet the requirements of this paragraph.

4. The District will provide school-wide training to staff on supporting gender diverse students by Welcoming Families or another organization that specializes in providing school-wide training, with a focus on LGBTQ students and families, by September 15, 2021. The District will ensure staff receive such training at least once every two years for the next seven years. The parties agree that “school-wide training” refers only to teachers, paraprofessionals, and licensed staff. The District may elect to provide training to other employees and such training may occur separate from the school-wide training.
5. The District will ensure that no staff or School Board members harass or otherwise retaliate against M.W., Ms. Woods, or their family.
6. The District must develop a list of LGBTQ-related support resources which it will make available at an appropriate on-site location, such as a counselor’s or the nurse’s office, and will communicate its existence to students and staff. Gender Justice will provide suggestions for this list of resources.
7. In order to verify that the District is in compliance with these non-monetary terms, the District agrees to take the following actions:
  - a. The District will issue a publicly available annual report detailing its efforts and activities to support and affirm transgender and gender non-conforming students district-wide (K-12). The District agrees to issue this report by March 31 of the year for the prior year and annually for at least five school years (2021-2026). The District agrees to remain open to continuing the annual report moving forward after 2026.
  - b. Consistent with the Equal Access Act and the District’s policies governing student initiated non-curriculum related groups, the District will not interfere with the creation or maintenance of a student initiated, non-curriculum related GSA (Gender & Sexuality Alliance, f/k/a/ Gay Straight Alliance) group or organization at the middle school. This may include allowing any active GSA group at the high school to support or collaborate with a middle-school group.
8. In the event that Parent and the District are unable to resolve any dispute regarding whether the District has complied with the non-monetary terms in Exhibit A, the parties agree to submit the dispute to binding arbitration with a single arbitrator that is mutually agreed upon by the parties or is selected, through an alternate strike process, from a list of seven arbitrators provided by the American Arbitration Association. If the arbitrator finds that the District failed to comply with the non-monetary terms in Exhibit A and failed to promptly correct its noncompliance after the Parent brought the issue to the attention of the District’s Superintendent, the District will be required to pay the

Parent's costs and reasonable attorney fees in the arbitration proceeding. In the absence of such a finding, the District will not be responsible for paying the Parent's costs or any attorney fees in the arbitration proceeding.