

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (“Agreement”) is made and entered by and between the parties designated herein, regarding the lawsuit filed in Yamhill County Circuit Court, Case Number 21CV41198 and Oregon Court of Appeals Case Nos. A184570 (Control), A184573.

PARTIES

The parties to this Agreement are:

- A. Beth Woolsey, Greg Woolsey, Jeff McNeal, Kathleen McNeal, Meghan Rogers-Czarnecki, Stefan Czarnecki, and Elizabeth Gerneroy (the “Plaintiffs”);
- B. Newberg School District 29J (n/k/a Newberg-Dundee Public Schools) (the “District”);
and
- C. Trevor DeHart, Renee Powell, Brian Shannon, and Dave Brown, individually and in their capacity as members of the board of directors of Newberg School District 29J (the “Individual Defendants”).

Collectively, the aforementioned parties shall be referred to as the “Parties.”

RECITALS

- A. WHEREAS, the Plaintiffs filed a lawsuit on October 21, 2021, alleging claims against the District and the Individual Defendants in Yamhill County Circuit Court Case Number 21CV41198 (the “Lawsuit”).
- B. WHEREAS, judgment was entered on May 6, 2024, in favor of the District and against the Individual Defendants for repayment of all legal fees paid by the District to Tyler Smith in the amount of \$27,894.00.
- C. WHEREAS, the Individual Defendants filed a notice of appeal on June 7, 2024 (Oregon Court of Appeals Case No. A184573).
- D. WHEREAS, the District filed a notice of appeal on June 7, 2024 (Oregon Court of Appeals Case No. A184570).
- E. WHEREAS, the Plaintiffs’ request for attorney fees was denied on December 2, 2024.
- F. WHEREAS, the Plaintiffs filed a notice of cross-appeal in Oregon Court of Appeals Case No. A184570 on January 6, 2025.
- G. WHEREAS, the Parties wish to avoid the risk and expense involved in continued litigation and appeals and desire to resolve their remaining disputes through this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration herein named, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

TERMS AND CONDITIONS OF SETTLEMENT

1. **Incorporation of Preceding Terms.** The representations made by the Parties in the Recitals section above are hereby incorporated by reference into the Terms and Conditions of this Agreement.
2. **Purpose.** This Agreement is intended solely for the purpose of avoiding the risk and expense of continued litigation and appeals. This Agreement is not, and shall not be construed or characterized as, an admission of any alleged fact or wrongdoing on the part of any Party.
3. **Settlement Payment by District to Plaintiffs.** The District shall pay \$55,788.00 (the “Settlement Amount”) in settlement of the Plaintiffs’ claims against the District within twenty (20) days of this Agreement’s Effective Date; provided that the twenty (20) days will not begin to run until copies of the Agreement signed by all other Parties are delivered to the District’s legal counsel.
4. **Payment of Existing Judgment by Individual Defendants to District.** The Individual Defendants shall pay the District the existing judgment amount of \$27,894.00 (the “Judgment Payment”) within ten (10) days of the District’s payment of the Settlement Amount to the Plaintiffs.
5. **Joint and Several Obligation of Individual Defendants.** The Individual Defendants’ obligation to the District as respects the Judgment Payment is joint and several.
6. **Satisfactions of Judgment.** Within ten (10) days of the District’s payment of the Settlement Amount to the Plaintiffs, the Plaintiffs shall file a satisfaction of judgment in favor of the District. Within ten (10) days of the Individual Defendants’ payment of the Judgment Payment to the District, the District shall file a satisfaction of judgment in favor of the Individual Defendants.
7. **Mutual Release of Claims as Between Plaintiffs and Defendants.** Except for the obligations of this Agreement, and in consideration thereof, the Plaintiffs on behalf of themselves and their past, present, or future agents and assignees, and the District and Individual Defendants on behalf of themselves and their past, present, or future agents, assignees, board members, employees, and representatives, mutually release one another from any and all claims, causes of action, debt, liabilities, rights to damages, costs, and/or expenses that in any way arise from or relate to the facts and allegations raised in the pleadings filed in the Lawsuit.
8. **Mutual Release of Claims as Between the District and the Individual Defendants.** Except for the obligations of this Agreement, and in consideration thereof, the Individual Defendants on behalf of themselves and their past, present, or future agents and assignees and the District on behalf of itself and its past, present, or future agents, assignees, board members, employees, and representatives, mutually release one another from any and all claims, causes of action, debt, liabilities, rights to damages, costs, and/or expenses that in any way arise from or relate to the

facts and allegations raised in the pleadings filed in the Lawsuit, including but not limited to any potential rights the District and Individual Defendants may have against the other as respects the Individual Defendants' attorney fees.

9. Withdrawal of Pending Appeals and Cross-Appeals. The District and the Individual Defendants shall each dismiss their pending appeals relating to the Lawsuit. The Plaintiffs shall dismiss their pending cross-appeal relating to the Lawsuit.

10. Withdrawal of Pending Motion to Vacate. The District shall withdraw its pending Motion to Set Aside Order and Supplemental Judgment filed in the Lawsuit.

11. Severability. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable and in any event, the validity and enforceability of all other provisions of this Agreement shall not be affected.

12. Amendment. This Agreement and all documents and instruments executed in connection herewith or in furtherance hereof may not be amended, modified or supplemented except by an instrument in writing signed by all Parties hereto.

13. Further Assurances. Each Party agrees to execute such further and additional documents, instruments and writings as may be necessary, proper, required, desirable or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.


14. Authority to Settle. Each individual executing this Agreement on behalf of a Party represents and warrants that he or she has the authority to bind the Party for whom he or she is signing.

15. Counterparts. This 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.

16. Effective Date. This Agreement shall be deemed fully executed and effective when it has been signed by all of the Parties set forth below ("Effective Date").


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the below stated date.

BETH WOOLSEY


Beth Woolsey (Jan 28, 2025 18:45 PST)

Date: Jan 28, 2025

GREG WOOLSEY


Greg Woolsey (Jan 29, 2025 10:27 PST)

Date: Jan 29, 2025

JEFF MCNEAL

Jeff McNeal
Jeff McNeal (Jan 29, 2025 16:45 PST)

Date: 1/29/2025

KATHLEEN MCNEAL

Kathleen McNeal
Kathleen McNeal (Jan 29, 2025 16:36 PST)

Date: Jan. 28, 2025

MEGHAN ROGERS-CZARNECKI

Meghan Rogers-Czarnecki

Date: Jan 28, 2025

STEFAN CZARNECKI

Stefan Czarnecki
Stefan Czarnecki (Jan 29, 2025 16:54 PST)

Date: 1/29/2025

ELIZABETH GEMEROY

Elizabeth Gemeroy
Elizabeth Gemeroy (Jan 29, 2025 10:22 PST)

Date: Jan 29, 2025

NEWBERG-DUNDEE PUBLIC SCHOOLS (REFERRED TO IN THE LAWSUIT AS NEWBERG SCHOOL DISTRICT 29J)

By: _____
Its: _____

Date: _____

TREVOR DEHART

Trevor Dehart
Trevor Dehart (Jan 31, 2025 08:21 PST)

Date: 31/01/2025

RENEE POWELL

Renee Powell
Renee Powell (Jan 30, 2025 15:45 MST)

Date: 30/01/2025

BRIAN SHANNON

Brian Shannon
Brian Shannon (Jan 30, 2025 15:43 PST)

Date: 30/01/2025

DAVE BROWN

Dave Brown
Dave Brown (Jan 30, 2025 19:28 PST)

Date: 30/01/2025

JEFF MCNEAL

Date: _____

KATHLEEN MCNEAL

Date: _____

MEGHAN ROGERS-CZARNECKI

Date: _____

STEFAN CZARNECKI

Date: _____

ELIZABETH GEMEROY

Date: _____

NEWBERG-DUNDEE PUBLIC SCHOOLS (REFERRED TO IN THE LAWSUIT AS NEWBERG SCHOOL DISTRICT 29J)

By: _____

DAVID PARKER

Its: _____

Supt.

Debra Bridges
Debra Bridges
Bond Chair

Date: _____

1/28/25

1/28/2025

TREVOR DEHART

Date: _____

RENEE POWELL

Date: _____

BRIAN SHANNON

Date: _____

DAVE BROWN

Date: _____