
SETTLEMENT AND RELEASE

In November 2016, in *Liebl, et al. v. Schmidt, et al.*, No. 16-cv-739 (W.D. Wis.), Plaintiffs Alexandra Liebl and Madelyn Rysavy filed a verified complaint in the United States District Court for the Western District of Wisconsin, alleging the Defendants, James Schmidt, Chancellor of the University of Wisconsin-Eau Claire (“the University”); Patricia Kleine, Provost/Vice Chancellor for Academic Affairs at the University; Michael Carney, Assistant Vice Chancellor of Curriculum, Internalization, and Immersion for the University; and Benita Wagner, Coordinator of Service Learning at the University, in their individual and official capacities (hereafter “the Parties”), violated their constitutional rights under the First and Fourteenth Amendments of the U.S. Constitution. Specifically, Plaintiffs claim: that Defendants violated their constitutional rights by declining to grant them service-learning credit for hours spent serving as teaching assistants at the Newman Parish, a Roman Catholic church in Eau Claire, Wisconsin; and that Defendants declined to do so based on language in their *Service-Learning Guidebook* that excluded from service-learning credit “time spent directly involved in promoting religious doctrine, proselytizing, or worship.”

The Parties desire to settle this matter without further litigation, and agreed to extend the time for the defendants to file a responsive pleading to Plaintiffs’ verified complaint under the Federal Rules of Civil Procedure, which was later approved by the district court. During this extended time, the Parties engaged in settlement discussions and reached an informal settlement

agreement that addressed Plaintiffs' claims. The Parties agreed to a stay of the proceedings, which the district court also approved.

At this time the Parties hereby stipulate and agree as follows:

1. The Parties wish to resolve all complaints, claims, charges, grievances and appeals, demands, damages, and liabilities, of any kind or nature, known or unknown, whether filed or unfiled arising out of the facts and circumstances outlined in Plaintiffs' verified complaint in the action *Liebl, et al. v. Schmidt, et al.*, No. 16-cv-739 (W.D. Wis.).
2. The Parties enter into this Settlement Agreement and Release ("agreement") to resolve all pending disputes and to avoid the expense of further litigation.
3. This agreement is the resolution of all disputed claims and does not constitute an admission of liability by Defendants, the University, the Board of Regents of the University of Wisconsin System and any of its agents, or the State of Wisconsin, its departments, agents, and employees, which denied, and continue to deny, any wrong-doing.
4. Plaintiffs, for themselves, their heirs, and assigns, release and discharge Defendants, the University, the Board of Regents of the University of Wisconsin System and all of its agents, and the State of Wisconsin, its departments, agents, and employees, from any and all claims, demands, grievances, appeals, or causes of action they have asserted, or which they could have asserted which relate in any manner to facts alleged in Plaintiffs' verified complaint, whether

based on state or federal law, and whether said claims, demands, or causes of action were filed or unfiled, are known or unknown, or are anticipated or unanticipated. Plaintiffs so release and so discharge all other persons, corporations, and entities whatsoever, governmental and nongovernmental alike, such as are classed as joint tortfeasors under the laws of the State of Wisconsin or the United States, completely barring any right of action against any such persons or entities whether or not named herein, which relate in any manner to the facts alleged in the verified complaint. Said release and discharge extends to and includes, without limitation, any claims, demands or causes of action whatsoever.

5. In consideration for Plaintiffs' above-described release, the University will edit the *Service-Learning Guidebook* ("*Guidebook*") and the University's Senate Motion ("*Motion*") (true and correct copies of which are attached as Exhibits A and B, respectively) as follows:

a. In the *Guidebook*, the following language will be removed:

RELIGIOUS ACTIVITY Service-Learning proposals involving cooperation with faith-based organizations may be accepted; however, this public university will not award credit for time spent directly involved in promoting religious doctrine, proselytizing, or worship. Students who wish to work with a faith-based organization are encouraged to consult the Center for Service-Learning in developing their proposals.

b. In the Senate Motion, the following language will be removed:

RELIGIOUS ACTIVITY Service-Learning proposals involving cooperation with faith-based organizations may be approved; however, this public university will not award service-learning hours for time spent directly involved in promoting religious doctrine, proselyting [sic], or worship.

Students who wish to work with a faith-based organization are encouraged to consult the Center for Service-Learning in developing their proposals.


6. As a sign of good faith pursuant to the informal settlement agreement reached between the Parties as described above, the UW System Office of General Counsel has issued correspondence to the Chancellor outlining the final settlement terms, and relevant staff persons have been verbally informed to no longer rely on the Religious Activity language. In addition, a written order to edit the *Guidebook* and the Motion as described in paragraph 5 is being issued from the Chancellor to the Provost and staff that administer the University's Service-Learning Program. The order as it applies to the *Guidebook* will be followed within two weeks after the date this agreement is executed by the Parties. Defendants will request that the edit to the Motion will be made by the end of the current academic semester at the University, and in the event the shared governance committee does not act to repeal the above-referenced language of the Motion, the University's administration will act unilaterally to remove such language from the Motion.
7. In order for Plaintiffs to receive credit for the teaching activities at the Newman Parish as alleged in the verified complaint, Plaintiffs will be required to comply with the steps outlined in pages 3–7 of the *Guidebook*. The University will accept Plaintiffs' compliance with any of these steps not completed prior to commencing their teaching activities after the fact. Plaintiffs will receive credit for the hours described in the verified complaint as long as they complete

all other requirements outlined in pages 3–7 of the *Guidebook*. Defendants remain aware of no other policies that would impede Plaintiffs from receiving credit for these hours.

8. This agreement is a full, final, and complete compromise and settlement of disputed claims and the conditions listed above as herein recited by the Parties are the sole consideration for this settlement. Any changes to this agreement must be made in writing and executed by the Parties.
9. Defendants will pay a sum of \$15,000.00 to Alliance Defending Freedom in settlement of Plaintiffs' claims for attorneys' fees and costs.
10. The Parties agree that Plaintiffs' counsel will cause the federal action to be dismissed with prejudice and without costs to either party (except as outlined in paragraph 9) by filing the appropriate documents in the United States District Court for the Western District of Wisconsin within fourteen days of (1) receiving copies of the updated *Guidebook* described in paragraph 5(a) and the order described in paragraph 6; and (2) receiving confirmation that Plaintiffs have received credit for the service-learning hours referenced in their verified complaint.
11. This agreement constitutes the full settlement of all Plaintiffs' claims against Defendants, the University, and the Board of Regents of the University of Wisconsin System and its agents, and the State of Wisconsin, its departments, agents, and employees.


Plaintiffs affirmatively state that by signing below they have been given an opportunity to review this agreement and to consult with legal counsel. By their signatures below, Plaintiffs enter into this agreement with full knowledge of the benefits conferred thereby and the claims released.

12. This agreement may be executed in counterparts. Signatures to this agreement made by a facsimile, e-mail, or electronic copy shall have the same force and effect as original signatures. Signatories on behalf of the Parties represent that they are authorized to bind the parties to this agreement.
13. The Parties acknowledge and agree that this agreement is a public record under the Wisconsin Public Records Law, Wis. Stat. §§ 19.31-19.39, and will be disclosed pursuant to any proper public records requests made.



Alexandra Liebl, Plaintiff

Date: 5-21-17



Madelyn Kysavy, Plaintiff

Date: 5/21/17

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ALLIANCE DEFENDING FREEDOM

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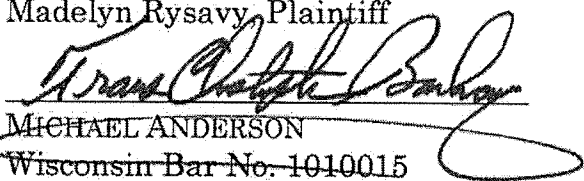
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Alexandra Liebl, Plaintiff

Date: _____

Madelyn Rysavy, Plaintiff

Date: _____



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