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21 Attorneys for Plaintiff Beth Sheeran

22 *Admitted *pro hac vice*

23 **UNITED STATES DISTRICT COURT**
24 **EASTERN DISTRICT OF WASHINGTON**

25 **BETH C. SHEERAN,**
26 Plaintiff,

27 vs.

28 **PATTY SHEA, DON COX, GREG
BEVER, BEN CABILDO, CAROL
LANDA-McVICKER,** all in their
individual and official capacities as

Case No. 2:09-cv-00069-EFS

[PROPOSED] AGREED ORDER

[PROPOSED] AGREED ORDER

1 trustees of the Community Colleges of
2 Spokane; **GARY LIVINGSTON**, in
3 his individual and official capacities as
4 Chancellor of the Community College
5 of Spokane; **MARK PALEK**, in his
6 individual and official capacities as
7 President of Spokane Falls
8 Community College; **GREGORY**
9 **ROBERTS**, in his individual and
10 official capacities as Associate Dean
11 of Student Services at Spokane Falls
12 Community College; **HEATHER**
13 **McKENZIE**, in her individual and
14 official capacities as Activities Board
15 Advisor at Spokane Falls Community
16 College,
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Defendants.

[PROPOSED] AGREED ORDER

1 Final resolution of this matter and controversy has been settled by and
2 between the parties, and accepted by this Court, as reflected herein.

3 Plaintiff filed her Verified Complaint on March 9, 2009, seeking
4 injunctive, declaratory and monetary relief for the violation of her constitutional
5 rights. Plaintiff filed a motion for preliminary injunction on her First Amendment
6 claims on March 10, 2009. Plaintiff's motion challenged several of Defendants'
7 policies and/or programs and requested that the Court enjoin them.

8 In order to resolve this Action, the parties have negotiated a settlement
9 which is memorialized in the following agreed order.

10 **IT IS HEREBY ORDERED AND DECREED:**

11 1. Defendants have agreed to repeal and/or amend¹ Wash. Admin.
12 Code § 132Q-07-030 in accordance with Exhibit 1 [submission to Code
13 Reviser], attached hereto.

14 2. Defendants have agreed to repeal and/or amend Wash. Admin. Code
15 § 132Q-07-040 in accordance with Exhibit 2 [submission to Code Reviser],
16 attached hereto.

17 3. Defendants have agreed to repeal and/or amend Wash. Admin. Code
18 132Q-30-242 in accordance with Exhibit 3 [submission to Code Reviser],
19 attached hereto.

20 4. Defendants have agreed to repeal and/or amend Wash. Admin. Code
21 132Q-30-246 in accordance with Exhibit 4 [submission to Code Reviser],
22 attached hereto.

23
24
25 ¹ Defendants agree to submit the proposed revised portions of the Washington
26 Administrative Code to the Code Reviser of the State of Washington and seek
27 approval and implementation of the revised regulations in accordance with the
28 requirements of state law.

1 5. Defendants have agreed to amend Board Policy 3.30.01 in
2 accordance with Exhibit 5, attached hereto.

3 6. Defendants have agreed to amend Administrative Procedure 3.30.01-
4 A in accordance with Exhibit 6, attached hereto.

5 7. Defendants have agreed to modify the "Stop The Hate" program on
6 Community Colleges of Spokane (CCS) campuses as follows:

7 a. "Stop The Hate" will exist as an optional program to provide
8 training to students and faculty to heighten awareness about hate
9 crimes.

10 b. There will be no "Bias Incident Response Team" or any similar
11 body with investigative, disciplinary, responsive, or punitive
12 functions.

13 c. CCS will not solicit complaints or reports for "bias incidents" or
14 "hate incidents." Neither the "Report It!" form currently in use,
15 nor any other Stop the Hate complaint or reporting form, will be
16 used or distributed to students, faculty or staff.

17 d. A "Stop The Hate" resource team shall serve only as a resource to
18 students, faculty and staff who believe they have been or may be
19 a victim of a hate crime. The resource team will listen to alleged
20 victims and refer them to other campus entities or other agencies
21 if further assistance is necessary. The resource team will have no
22 authority to undertake or recommend any punitive or disciplinary
23 action, nor to prohibit or limit any conduct or expression.

24 e. References to "Stop The Hate" on CCS campus websites, or in
25 any materials referring to "Stop The Hate" distributed by CCS
26 shall be amended in accordance with the foregoing subparagraphs
27 and all references to or definitions of "bias incidents" or "hate
28 incidents" shall be eliminated from these materials.

1 8. CCS shall not enforce or seek to reenact any of the previous policies
2 and/or programs amended and/or repealed by this agreed order.

3 9. In satisfaction of Plaintiff's claims for damages, Defendants agree to
4 pay Plaintiff Beth Sheeran one thousand dollars (\$1,000.00) in damages.

5 10. In satisfaction of Plaintiff's claims for attorneys' fees and costs
6 under 42 U.S.C. §1988, Defendants agree to pay the sum of \$45,000 in
7 attorneys' fees to Plaintiff's counsel.

8 11. The aforesaid actions by Defendants in Paragraphs 9-10 shall be
9 completed within thirty (30) days from the entry of this Order.


10 12. The parties shall execute the attached Release and Settlement
11 Agreement within ten (10) days of entry of this Order.

12 13. This Consent Order is made in full satisfaction of Plaintiff's claims
13 contained in her First Amended Verified Complaint.

14 14. Pursuant to this Order, Plaintiff's First Amended Verified Complaint
15 will be dismissed with prejudice, each party to bear own costs, immediately
16 upon the entry of this Order.

17 15. This Court retains jurisdiction of this action solely for the purpose of
18 enforcing this Order, should such need arise.

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20 SO ORDERED this 24th day of September, 2009.

21 
22 _____
23 Hon. Edward F. Shea
24 United States District Judge

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27 //
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1 WE HEREBY AGREE TO THE FORM AND ENTRY OF THE ABOVE
2 ORDER:

3 BETH C. SHEERAN, Plaintiff,

PATTY SHEA, DON COX, GREG
4 BEVER, BEN CABILDO, CAROL
5 LANDA-McVICKER, GARY
6 LIVINGSTON, MARK PALEK,
7 GREGORY ROBERTS, HEATHER
McKENZIE, Defendants,

8 By her attorneys:

By their attorneys:

9 s/Heather Gebelin Hacker
10 HEATHER GEBELIN HACKER
11 CA Bar No. 249273
12 AZ Bar No. 024167
13 ALLIANCE DEFENSE FUND
14 101 Parkshore Dr., Suite 100
15 Folsom, CA 95630
16 (916) 932-2850
17 (916) 932-2851 (fax)
18 hghacker@telladf.org

s/Jarold P. Cartwright (with permission)
JAROLD P. CARTWRIGHT
WSBA# 9595
Assistant Attorney General
1116 W Riverside Avenue
Spokane, WA 99201-1194
Telephone: (509) 456-2773
Fax: (509) 458-3548
Jerryc@atg.wa.gov

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EXHIBIT 1



PREPROPOSAL STATEMENT OF INQUIRY

2009
CR-101 (June 2004)
 (Implements RCW 34.05.310)
 Do NOT use for expedited rule making

Agency: Community Colleges of Spokane, District 17

Subject of possible rule making: Amendment of WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment."

Statutes authorizing the agency to adopt rules on this subject: RCW 28B.50.140 (10)

Reasons why rules on this subject may be needed and what they might accomplish: On Sept. 15, 2009, the Board of Trustees of Washington State Community College District 17 (Community Colleges of Spokane) directed administration to amend WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment" in accordance with the terms of the Agreed Order settling the Sheeran vs. Shea First Amendment Rights suit filed in U.S. District Court, Eastern District of Washington.

Identify other federal and state agencies that regulate this subject and the process coordinating the rule with these agencies:
 None

Process for developing new rule (check all that apply):

- Negotiated rule making
- Pilot rule making
- Agency study
- Other (describe): Revision of text per mediated agreement.

How interested parties can participate in the decision to adopt the new rule and formulation of the proposed rule before publication:

(List names, addresses, telephone, fax numbers, and e-mail of persons to contact; describe meetings, other exchanges of information, etc.)

The CCS Board of Trustees took this action in its open public meeting on Sept. 15, 2009. This matter will be addressed at a subsequent open public board meeting when it reaches the appropriate stage of the code revision process. Questions may be directed to Anne Tucker, Public Information Officer, Community Colleges of Spokane, P.O. Box 6000, MS 1009, Spokane, WA 99217-6000, phone 509-434-5109, e-mail atucker@ccs.spokane.edu.

DATE Sept. 21, 2009
NAME (TYPE OR PRINT) Anne Tucker
SIGNATURE
TITLE District Public Information Officer

CODE REVISER USE ONLY
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DATE: September 21, 2009 TIME: 9:51 AM
WSR 09-19-097

~~[PROPOSED]~~ AGREED ORDER EXHIBIT 1 - 6

WAC 132Q-07-030

Agency filings affecting this section

Outside speakers.

(1) Any recognized campus student organization may invite speakers on campus ~~with the written approval of its adviser,~~ subject to provisions of this section.

(2) The appearance of an invited speaker on a campus does not represent an endorsement, either implicit or explicit, of views or opinions of the speaker by CCS, its students, its faculty, its college personnel, its administration or its board.

(3) The scheduling of speakers including but not limited to those expecting to use campus facilities, including notification of the identity of the speaker(s), time of the speech, the place of the speech and the manner in which the speech will be transmitted, shall be made through the facilities scheduling office of the campus at which the speaker will appear, ~~with prior approval from the appropriate college student activities office.~~

(4) If it is expected that an outside speaker is to be compensated with any institutional funds, ~~The~~ appropriate student activities office will be notified at least thirty days prior to the appearance of an invited speaker, at which time a personal services contract (available in the student activities office) must be completed with all particulars regarding speaker, time, place, etc., signed by the sponsoring organization's advisor, and filed with the student activities office. Exceptions to the thirty-day ruling may be made by the appropriate administrator.

~~—(5) The appropriate student activities office may require a question period or arrange to have views other than those of the invited speakers represented at the meeting, or at a subsequent meeting.~~

[Statutory Authority: Chapter 28B.50 RCW. 07-10-042, § 132Q-07-030, filed 4/25/07, effective 6/25/07. Statutory Authority: RCW 28B.50.140. 03-18-021, § 132Q-07-030, filed 8/25/03, effective 9/25/03.]

EXHIBIT 2



PREPROPOSAL STATEMENT OF INQUIRY

CR-101 (June 2004)

(Implements RCW 34.05.310)
Do NOT use for expedited rule making

Agency: Community Colleges of Spokane, District 17	
Subject of possible rule making: Amendment of WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment."	
Statutes authorizing the agency to adopt rules on this subject: RCW 28B.50.140 (10)	
Reasons why rules on this subject may be needed and what they might accomplish: On Sept. 15, 2009, the Board of Trustees of Washington State Community College District 17 (Community Colleges of Spokane) directed administration to amend WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment" in accordance with the terms of the Agreed Order settling the Sheeran vs. Shea First Amendment Rights suit filed in U.S. District Court, Eastern District of Washington.	
Identify other federal and state agencies that regulate this subject and the process coordinating the rule with these agencies: None	
Process for developing new rule (check all that apply): <input type="checkbox"/> Negotiated rule making <input type="checkbox"/> Pilot rule making <input type="checkbox"/> Agency study <input checked="" type="checkbox"/> Other (describe) : Revision of text per mediated agreement.	
How interested parties can participate in the decision to adopt the new rule and formulation of the proposed rule before publication: (List names, addresses, telephone, fax numbers, and e-mail of persons to contact; describe meetings, other exchanges of information, etc.) The CCS Board of Trustees took this action in its open public meeting on Sept. 15, 2009. This matter will be addressed at a subsequent open public board meeting when it reaches the appropriate stage of the code revision process. Questions may be directed to Anne Tucker, Public Information Officer, Community Colleges of Spokane, P.O. Box 6000, MS 1009, Spokane, WA 99217-6000, phone 509-434-5109, e-mail atucker@ccs.spokane.edu.	
DATE Sept. 21, 2009	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center;">CODE REVISER USE ONLY</p> <p style="text-align: center;">OFFICE OF THE CODE REVISER STATE OF WASHINGTON FILED</p> <p>DATE: September 21, 2009 TIME: 9:51 AM</p> <p>WSR 09-19-097</p> </div>
NAME (TYPE OR PRINT) Anne Tucker	
SIGNATURE 	
TITLE District Public Information Officer	

~~[PROPOSED]~~ AGREED ORDER EXHIBIT 2 - 9

WAC 132Q-07-040

Agency filings affecting this section

Distribution of materials.

(1) Handbills, leaflets, newspapers, and similarly related material (including religious matter) distributed free of charge by any student, nonstudent, ~~by member of a recognized student organization or by college personnel,~~ may be distributed upon a college campus ~~with prior approval by the appropriate student center administrator,~~ provided that such distribution does not interfere with the free flow of vehicle or pedestrian traffic.

(2) Newspapers, leaflets, and similarly related materials offered for sale by any student or nonstudent person or organization may be distributed and sold only through the college book store as are other commercial forms of merchandise, subject to reasonable rules and regulations that may be imposed by the bookstore manager. Exceptions may be made by the appropriate vice-president or designee.

(3) ~~The organization or individual publishing and distributing~~ All handbills, leaflets, newspapers, and similarly related material (including religious matter) ~~must bear identification as to the publishing agency and distributing organization or individual~~ is encouraged but not required to include its or his/her name and contact information on the distributed material.

(4) Any distribution of the materials regulated in this section shall not be construed as endorsement of the same by the college or by the board of trustees of Community Colleges of Spokane.

[Statutory Authority: RCW 28B.50.140, 03-18-021, § 132Q-07-040, filed 8/25/03, effective 9/25/03.]

EXHIBIT 3



PREPROPOSAL STATEMENT OF INQUIRY

CR-101 (June 2004)

(Implements RCW 34.05.310)
Do NOT use for expedited rule making

Agency: Community Colleges of Spokane, District 17

Subject of possible rule making: Amendment of WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment."

Statutes authorizing the agency to adopt rules on this subject: RCW 28B.50.140 (10)

Reasons why rules on this subject may be needed and what they might accomplish: On Sept. 15, 2009, the Board of Trustees of Washington State Community College District 17 (Community Colleges of Spokane) directed administration to amend WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment" in accordance with the terms of the Agreed Order settling the Sheeran vs. Shea First Amendment Rights suit filed in U.S. District Court, Eastern District of Washington.

Identify other federal and state agencies that regulate this subject and the process coordinating the rule with these agencies:
None

Process for developing new rule (check all that apply):

- Negotiated rule making
- Pilot rule making
- Agency study
- Other (describe) : Revision of text per mediated agreement.

How interested parties can participate in the decision to adopt the new rule and formulation of the proposed rule before publication:

(List names, addresses, telephone, fax numbers, and e-mail of persons to contact; describe meetings, other exchanges of information, etc.)

The CCS Board of Trustees took this action in its open public meeting on Sept. 15, 2009. This matter will be addressed at a subsequent open public board meeting when it reaches the appropriate stage of the code revision process. Questions may be directed to Anne Tucker, Public Information Officer, Community Colleges of Spokane, P.O. Box 6000, MS 1009, Spokane, WA 99217-6000, phone 509-434-5109, e-mail atucker@ccs.spokane.edu.

DATE Sept. 21, 2009
NAME (TYPE OR PRINT) Anne Tucker
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WAC 132Q-30-242

Agency filings affecting this section

Discrimination.

Discrimination on the basis of race, national or ethnic origin, creed, age, sex, marital status, veteran's status, sexual orientation, or disability is prohibited in conformity with federal and state laws. Discrimination includes ~~sexual or racial harassment which is defined as~~ conduct that is severe, persistent or pervasive, and objectively offensive as to substantially disrupt or undermine a person's ability to participate in or to receive the benefits, services or opportunities of Community Colleges of Spokane and includes conduct that:

(1) ~~Is~~ Sexually or racially motivated and has the purpose or effect of unreasonably interfering with a person's work or educational performance; and/or

(2) ~~Creates~~ ing an intimidating, hostile, or offensive environment.

[Statutory Authority: Chapter ~~28B.50~~ RCW. 07-10-042, § 132Q-30-242, filed 4/25/07, effective 6/25/07.]

EXHIBIT 4



PREPROPOSAL STATEMENT OF INQUIRY

CR-101 (June 2004)

(Implements RCW 34.05.310)
Do NOT use for expedited rule making

Agency: Community Colleges of Spokane, District 17

Subject of possible rule making: Amendment of WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment."

Statutes authorizing the agency to adopt rules on this subject: RCW 28B.50.140 (10)

Reasons why rules on this subject may be needed and what they might accomplish: On Sept. 15, 2009, the Board of Trustees of Washington State Community College District 17 (Community Colleges of Spokane) directed administration to amend WAC sections 132Q-07-030 "Outside speakers", 132Q-07-040 "Distribution of materials", 132Q-30-242 "Discrimination" and 132Q-30-246 "Harassment" in accordance with the terms of the Agreed Order settling the Sheeran vs. Shea First Amendment Rights suit filed in U.S. District Court, Eastern District of Washington.

Identify other federal and state agencies that regulate this subject and the process coordinating the rule with these agencies:
None

Process for developing new rule (check all that apply):

- Negotiated rule making
- Pilot rule making
- Agency study
- Other (describe): Revision of text per mediated agreement.

How interested parties can participate in the decision to adopt the new rule and formulation of the proposed rule before publication:

(List names, addresses, telephone, fax numbers, and e-mail of persons to contact; describe meetings, other exchanges of information, etc.)

The CCS Board of Trustees took this action in its open public meeting on Sept. 15, 2009. This matter will be addressed at a subsequent open public board meeting when it reaches the appropriate stage of the code revision process. Questions may be directed to Anne Tucker, Public Information Officer, Community Colleges of Spokane, P.O. Box 6000, MS 1009, Spokane, WA 99217-6000, phone 509-434-5109, e-mail atucker@ccs.spokane.edu.

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[PROPOSED] AGREED ORDER EXHIBIT 4 - 15

WAC 132Q-30-246

Agency filings affecting this section

Harassment.

Conduct by any means that is sufficiently severe, pervasive, or persistent, and objectively offensive so as to threaten an individual or limit the individual's ability to work, study, or participate in the activities of the college.

[Statutory Authority: Chapter 28B.50 RCW. 07-10-042, § 132Q-30-246, filed 4/25/07, effective 6/25/07.]

EXHIBIT 5

Sheeran v. Shea – Agreed Order – Exhibit 5

Board Policy 3.30.01 – Non-discrimination/Anti Harassment

Students shall be provided an environment free from discrimination and/or harassment that is severe, pervasive or persistent, and objectively offensive so as to substantially disrupt or undermine a person's ability to participate in or to receive benefits, services or opportunities of Community Colleges of Spokane. CCS will show reasonable care in prevention of discrimination or harassment directed to any individual or group on the basis of race, color, sex, religion, creed, age, marital status, national origin, sexual orientation, disability, or veteran status.

Discrimination and harassment include:

- (1) Sexually or racially motivated conduct that has the effect of unreasonably interfering with a person's work or educational performance; and/or
- (2) Creates an intimidating, hostile, or offensive environment.

Students shall use the complaint procedure established under District Administrative Procedure 3.30.01A.

EXHIBIT 6

Sheeran v. Shea – Agreed Order – Exhibit 6

District Administrative Procedure 3.30.01A

1.0 Purpose

Community Colleges of Spokane promotes collegiality based on a belief in human rights and the dignity of each individual, therefore, students shall be provided an environment free from any form of discrimination or harassment directed to any individual or group on the basis of race, color, sex, religion, creed, age marital status, national origin, sexual orientation, disability, or veteran status that is severe, pervasive or persistent, and objectively offensive so as to substantially disrupt or undermine a person's ability to participate in or to receive benefits, services or opportunities of Community Colleges of Spokane. The purpose of this procedure is to establish the methods by which CCS will show reasonable care in the prevention of harassment and discrimination.

2.0 Limitations on Requirements

Discrimination on the basis of race, national or ethnic origin, creed, age, sex, marital status, veteran's status, sexual orientation or disability is prohibited in conformity with federal and state laws. Discrimination includes conduct that is severe, persistent or pervasive and objectively offensive so as to substantially disrupt or undermine a person's ability to participate in or to receive the benefits, services or opportunities of Community Colleges of Spokane and includes conduct that is

- (1) Sexually or racially motivated and has the effect of unreasonably interfering with a person's work or educational performance; and/or
- (2) Creates an intimidating, hostile, or offensive environment

EXHIBIT 7

RELEASE AND SETTLEMENT AGREEMENT

I. Claims Against The State of Washington/Community Colleges of Spokane:

IN CONSIDERATION of the sum of FORTY SIX THOUSAND DOLLARS (\$46,000.00), together with the mutual promises set forth in this Release and Settlement Agreement and the attached Agreed Order signed by counsel for each party and United States District Judge Edward F. Shea, Beth Sheeran (Plaintiff), and State of Washington/Community Colleges of Spokane (CCS), Spokane Falls Community College, Patty Shea, Don Cox, Greg Bever, Ben Cabildo, Carol Landa-McVicker, Gary Livingston, Mark Palek, Gregory Roberts and Heather McKenzie (hereinafter referred to collectively as the state) hereby agree to the settlement, release and dismissal with prejudice of any Complaint(s) and/or other causes of action in connection with the following claim(s) and/or occurrence(s):

- All claims and or causes of action set forth and/or described in and/or arising from the occurrence(s) described in the Complaint, filed in the United States District Court, Eastern District of Washington under cause of action CV-09-69-EFS(hereinafter referred to as the Action(s)).

IN CONSIDERATION of the mutual promises contained herein, it is hereby agreed that all claims by Beth Sheeran (Plaintiff) against The State shall be dismissed with prejudice and without cost to either party. Said parties further release any and all claims which have been or could have been raised in said "Action," and/or arising from the occurrence(s) described in the Complaint, filed by Plaintiff, Beth Sheeran. Provided, the parties agree that the court shall retain jurisdiction to reopen this matter upon application by any party in order to enforce the terms and provisions of this Release and Settlement Agreement and the attached Agreed Order.

II. Settlement Provisions

- A. Payment: The sum of \$45,000 shall be paid to Alliance Defense Fund as attorney fees and costs. The sum of \$1,000 shall be paid to Beth Sheeran as and for compensatory damages. All sums shall be paid by

RELEASE AND SETTLEMENT AGREEMENT - 1

~~[PROPOSED]~~ AGREED ORDER EXHIBIT 7 - 22

check or draft to be received in the offices of Alliance Defense Fund within thirty days of the date the attached Agreed Order is entered.

- B. Defendants have agreed to repeal and/or amend¹ Wash. Admin. Code § 132Q-07-030 in accordance with Exhibit 1 [submission to Code Reviser] to the attached Agreed Order.
- C. Defendants have agreed to repeal and/or amend Wash. Admin. Code § 132Q-07-040 in accordance with Exhibit 2 [submission to Code Reviser] to the attached Agreed Order.
- D. Defendants have agreed to repeal and/or amend Wash. Admin. Code 132Q-30-242 in accordance with Exhibit 3 [submission to Code Reviser] to the attached Agreed Order.
- E. Defendants have agreed to repeal and/or amend Wash. Admin. Code 132Q-30-246 in accordance with Exhibit 4 [submission to Code Reviser] to the attached Agreed Order.
- F. Defendants have agreed to amend Board Policy 3.30.01 in accordance with Exhibit 5 to the attached Agreed Order.
- G. Defendants have agreed to amend Administrative Procedure 3.30.01-A in accordance with Exhibit 6 to the attached Agreed Order.
- H. Defendants have agreed to modify the “Stop The Hate” program on Community Colleges of Spokane (CCS) campuses as follows:
 - 1. “Stop The Hate” will exist as an optional program to provide training to students and faculty to heighten awareness about hate crimes.
 - 2. There will be no “Bias Incident Response Team” or any similar body with investigative, disciplinary, responsive, or punitive functions.
 - 3. CCS will not solicit complaints or reports for “bias incidents” or “hate incidents.” Neither the “Report It!” form currently in use, nor any other Stop the Hate complaint or reporting form, will be used or distributed to students, faculty or staff.
 - 4. A “Stop The Hate” resource team shall serve only as a resource to students, faculty and staff who believe they have been or may be a victim of a hate crime. The resource team will listen to alleged victims and refer them to other campus entities or other agencies if further assistance is necessary.

¹ Defendants agree to submit the proposed revised portions of the Washington Administrative Code to the Code Reviser of the State of Washington and seek approval and implementation of the revised regulations in accordance with the requirements of state law.

RELEASE AND SETTLEMENT AGREEMENT - 2

~~PROPOSED~~ AGREED ORDER EXHIBIT 7 - 23

The resource team will have no authority to undertake or recommend any punitive or disciplinary action, nor to prohibit or limit any conduct or expression.

5. References to "Stop The Hate" on CCS campus websites, or in any materials referring to "Stop The Hate" distributed by CCS shall be amended in accordance with the foregoing subparagraphs and all references to or definitions of "bias incidents" or "hate incidents" shall be eliminated from these materials.
 - I. CCS shall not enforce or seek to reenact any of the previous policies and/or programs amended and/or repealed by this Release and Settlement Agreement and the attached Agreed Order.
 - J. Continuing jurisdiction: The parties agree that even though this action will be dismissed upon entry of the attached Agreed Order, the court shall retain jurisdiction for the purpose of enforcing the terms of this agreement and shall reopen this matter, without the necessity of commencement of a new action, upon application by either party.

III. General Provisions

IT IS UNDERSTOOD AND AGREED that this Release and Settlement Agreement is intended to cover all actions, causes of action, claims and demands for, upon, or by reason of any damages of any nature whatsoever which may be traced either directly or indirectly to the aforementioned "Action," as now appearing or as may appear at any time in the future, regardless of how remotely they may be related to the aforesaid matter.

IT IS FURTHER UNDERSTOOD AND AGREED that this settlement is the compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of any party hereby released.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Settlement Agreement is entered voluntarily and is not based on any representations or statements of any kind by any party or their representative regarding the merits, legal liability, or value of any claim asserted or any other matter relating thereto.

IT IS FURTHER UNDERSTOOD AND AGREED that this settlement is a complete compromise of all matters involving disputed issues of law and fact, and the parties assume the risk that the facts or laws may be different than they believe.

RELEASE AND SETTLEMENT AGREEMENT - 3

~~[PROPOSED]~~ AGREED ORDER EXHIBIT 7 - 24

IT IS FURTHER UNDERSTOOD AND AGREED that all financial obligations, including but not limited to attorney fees and costs other than provided for in this agreement, the obligation to pay income taxes or other taxes, financial obligations for and/or related to medical, hospital, nursing, or related services and/or any loss, damage and expense of any kind, which may have been or may be incurred in connection with the injuries and/or damages allegedly sustained because of the claims and or causes of action covered by this Agreement, including any bills due any person, government entity, corporation or partnership, or liens, rights of reimbursement or subrogated claims under the statutes of the State of Washington, federal statutes, including but not limited to any obligations to pay pursuant to RCW title 51, state and or federal medical aid and/or public assistance statutes, or policy or contract of insurance or other contract of any nature, are the sole and separate obligation of Beth Sheeran and The State of Washington is discharged and/or otherwise held harmless from any and all liability therefore. Said agreement to hold the State of Washington harmless shall include the amount of any settlement and/or judgment entered into/against the State of Washington together with the cost of defense, including attorney fees, incurred by the state of Washington in any action brought by any person or entity of any nature to enforce or collect any of the aforescribed obligations.

IT IS FURTHER UNDERSTOOD AND AGREED that the parties to this Release and Settlement Agreement, by and through their attorneys of record, shall execute all documents necessary to dismiss the "Action(s)" with prejudice and without taxable costs to any party. Provided, however, that the parties hereby stipulate and agree that the court will retain jurisdiction of this matter and reopen this matter, upon application by either party, for the purposes of enforcing the terms of this agreement.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Settlement Agreement, along with the Agreed Order signed by counsel for each party and United States District Judge Edward F. Shea, contain the entire agreement between the parties with regard to the matters set forth herein, and supercedes all previous agreements, written and/or otherwise expressed.

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Settlement Agreement shall be binding upon, and enure to, the benefit of the agents, agencies, officers, officials, employees, executors, administrators, heirs, successors and assigns of each party.

RELEASE AND SETTLEMENT AGREEMENT - 4

~~PROPOSED~~ AGREED ORDER EXHIBIT 7 - 25

IT IS FURTHER UNDERSTOOD AND AGREED that this Release and Settlement Agreement shall be construed and interpreted according to the laws of the State of Washington.

WE DECLARE THAT THE TERMS OF THIS RELEASE AND SETTLEMENT AGREEMENT HAVE BEEN COMPLETELY READ AND FULLY UNDERSTOOD. THE UNDERSIGNED HAVE SOUGHT AND OBTAINED LEGAL ADVICE AND/OR HAVE HAD FAIR ACCESS TO LEGAL ADVICE AND HAVE CHOSEN NOT TO OBTAIN LEGAL ADVICE BEFORE EXECUTING THIS AGREEMENT. THIS RELEASE AND SETTLEMENT AGREEMENT IS VOLUNTARILY ENTERED INTO FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, ON ACCOUNT OF THE DAMAGE OR LOSS ABOVE-MENTIONED FOR THE EXPRESS PURPOSE OF TERMINATING AND PRECLUDING FOREVER ANY ADDITIONAL CLAIMS ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE EVENTS REFERENCED IN THIS RELEASE.

BETH SHEERAN SPECIFICALLY RELEASE(S) ALL CLAIMS FOR KNOWN INJURIES, UNKNOWN CONSEQUENCES OF KNOWN INJURIES, AND UNKNOWN INJURIES. SAID PARTIES RECOGNIZE THAT THE FULL EXTENT AND FUTURE COURSE OF PRESENT INJURIES OR OTHER DAMAGES CANNOT BE DETERMINED OR PREDICTED WITH CERTAINTY AND EXPRESSLY WAIVE ANY CLAIM THAT THIS RELEASE IS NOT FAIRLY AND KNOWINGLY MADE.

IN WITNESS WHEREOF, the undersigned hereunto set(s) her/his/their hand(s) this _____ day of _____, 2009, and agree(s) that this Release and Settlement Agreement and the attached Agreed Order contain the entire agreement between the parties hereto and that the terms hereof are contractual and not a mere recital.

BETH SHEERAN

HEATHER GEBELIN HACKER,
Attorney for Beth Sheeran

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~~[PROPOSED]~~ AGREED ORDER EXHIBIT 7 - 26

IN WITNESS WHEREOF, the undersigned hereunto set(s) her/his/their hand(s) this _____ day of _____, 2009, and agree that this Release and Settlement Agreement and the Attached Agreed Order contain the entire agreement between the parties hereto and that the terms hereof are contractual and not a mere recital.

GARY LIVINGSTON, Chancellor,
Community Colleges of Spokane, on
behalf of and with full authority to bind
Defendants Patty Shea, Don Cox, Greg
Bever, Ben Cabildo, Carol Landa-
McVicker, Mark Palek, Gregory
Roberts and Heather McKenzie

JAROLD P. CARTWRIGHT,
Assistant Attorney General, Attorney
for the State of Washington

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~~[PROPOSED]~~ AGREED ORDER EXHIBIT 7 - 27