

Settlement Agreement in Civil Action No. 2018 – CV – 1115

This Settlement Agreement (the “Agreement”) is entered into between the Plaintiffs Ms. Corey Spaulding and Ms. Karin Sutter (collectively, the “Plaintiffs”), and the Defendants the Town of Natick School Committee (the “Committee”), Ms. Lisa Tabenkin, in her capacity as Chair of the Natick School Committee and in her individual capacity, and Dr. Anna Nolin, in her capacity as Superintendent of the Natick Public Schools and in her individual capacity (collectively, the “Defendants”). The Parties to this Agreement shall be individually referred to herein as “Party” and collectively referred to herein collectively as “the Parties.” The Agreement shall be effective on the last date signed by all parties below.

WHEREAS, the Plaintiffs and Defendants filed cross-motions for summary judgment as to Count One of Middlesex Superior Court Civil Action Number 2018CV1115 (the “Civil Action”) and the Plaintiffs were the prevailing party as to Count One of the two counts that formed the basis of their Complaint;

WHEREAS, judgment has not yet entered on Count II of the Complaint;

WHEREAS, the Parties desire to avoid the expense and inconvenience of additional litigation and resolve any differences they may have on the bases described below; and

WHEREAS, the Parties would like to work cooperatively together to engage in a public education session regarding this case particularly and the free speech rights of the public generally, and

WHEREAS, the Parties agree that terms not expressly included in this Agreement will not be implied,

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

1. This Agreement will be executed on behalf of all parties on or before March 1, 2019 and become effective as of the day it has been executed on behalf of all parties. This Agreement may be signed in counterparts, each of which will be an original, which taken together shall constitute the Agreement. Copies, facsimiles and PDF versions of executed copies of this Agreement shall have the same force and effect as the original.
2. Effective January 28, 2019, the School Committee has adopted and will apply the new Public Speak policy attached hereto as Exhibit A.

3. On or before March 1, 2019, the Defendants will send to the Natick School community an email announcement in the form attached hereto as Exhibit B concerning this settlement and the parties' mutual intention to hold a public education session in Natick about free speech and the implications of this lawsuit at a mutually agreeable time during the first six months of 2019.
4. On or before March 1, 2019, the Defendants will pay to the American Civil Liberties Union of Massachusetts (ACLUM) the sum of \$40,000 in full settlement of any claims by Plaintiffs or their attorneys for reasonable attorneys' fees and costs in connection with the Civil Action.
5. On or before March 30, 2019, after advance notice by counsel for Plaintiffs to counsel for Defendants, and without limitation of their ongoing right to participate in Public Speak on terms equal with all other members of the public, Plaintiffs will be afforded an opportunity to participate in Public Speak to express the views they were denied the right to express in 2018 because of the conduct of the Defendants that gave rise to this lawsuit and to comment in general on the import of the Defendants' actions giving rise to this lawsuit and of this settlement. In addition, after advance notice by counsel for Plaintiffs to counsel for Defendants and without limitation on her ongoing right to participate in Public Speak on terms equal with all other members of the public, sometime during calendar year 2019, the daughter of Corey Spaulding will be afforded 5 minutes to make the presentation, including the playing of a song, that she sought to make on January 5, 2018.
6. By signing this Agreement, the Plaintiffs and the Defendants, on their own behalf and on behalf of any members of their families, waive any and all claims that they may have against one another that arise out of the existence, application, and/or enforcement of the Natick School Committee Public Participation Policy up to and including the date of the execution of this agreement.
7. Within 10 business days of adoption of the revised policy and receipt of the payment referred to in paragraphs 4 and 5, counsel for plaintiffs will file the Joint Stipulation of Dismissal with Prejudice attached as Exhibit C.
8. This Agreement has been made and will be interpreted according to the laws of the Commonwealth of Massachusetts and constitutes the entire Agreement of the parties. Each party verifies that it knowingly and voluntarily has entered into this Agreement and will not challenge its validity.

AGREED AND ACCEPTED:

Date

Corey Spaulding, Individually and on behalf of her attorneys

Date

Karin Sutter, Individually and on behalf of her attorneys

Date

Lisa Tabenkin, Individually and in her capacity as the Chair of the Natick School Committee

Date

Anna Nolin, Individually and in her capacity as the Superintendent of the Natick Public Schools

Date

David Mangan, Vice Chair of the Natick School Committee

Date

Julie McDonough, Clerk of the Natick School Committee

Date

Matt Brand, Member of the Natick School Committee

Date

Paul Laurent, Member of the Natick School Committee

Date

Donna McKenzie, Member of the Natick School Committee

Date

Hayley Sonneborn, Member of the Natick School Committee