

SETTLEMENT AGREEMENT

This settlement agreement (“Agreement”) is made and entered into by and between the State of Missouri, at the relation of Attorney General Catherine L. Hanaway (the “AGO”), and the Wentzville School District Board of Education (the “District” or “Board”), (each a “Party” and collectively the “Parties”).

RECITALS

This Agreement concerns litigation filed in the Circuit Court of St. Charles County by the Attorney General of Missouri against the Board in case number **2311-CC00986** related to alleged violations of the Missouri Open Meetings Law (“the Litigation”).

The Parties agree that it is in their mutual best interests to fully and finally resolve disputes concerning the counts alleged in the Litigation. Those interests include fair resolution, promoting public interest, public accountability, compliance with the law, transparency, minimizing future liability, and conserving governmental resources and taxpayer dollars. The Parties agree that these interests are best served by a resolution of the Litigation as set forth in this Agreement.

Without admitting fault or legal wrongdoing, the District acknowledges that parents have a fundamental liberty interest in raising their children and thus a right to know of and participate in matters affecting their children’s education, safety, and welfare. The District acknowledges that, on June 14 and July 25, 2023, it held closed session meetings with its attorney, to discuss, among other things, the legal landscape surrounding bathroom and locker room access by individuals identifying as a gender that does not conform to their biological sex and the implications of adopting a policy addressing access (“access policy”).

Since that time, the District has held open session meetings to discuss the adoption of an access policy to allow for transparency and public comment and ultimately adopted an access policy it believes best meets the needs of its students. The District is committed to respecting the public’s right to transparent government and access to public meetings and records, building trust between members of the community, and creating an environment where all families feel respected.

Additionally, the District is now under the leadership of a new Superintendent and will reexamine its Open Meetings and Sunshine Law policies and practices to ensure continued compliance with Missouri Law and the best interests of the families it serves.

AGREEMENT

NOW, THEREFORE, in consideration of the acts, promises, agreements, and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** All of the recitals listed above are incorporated as material terms of this Agreement.
2. **Open Meetings & Sunshine Law Compliance Plan.** The District agrees that it will comply, and continue to comply, with the requirements of the Open Meetings and Sunshine Law, Chapter 610 of the Revised Statutes of Missouri (RSMo). This compliance will include, but not be limited to, the following:

Procedure to Close Meetings. When there is an objection by two or more Board members as to the propriety of discussing a topic in closed session rather than in open session, the Board will take an appropriate action under Section 610.027.6, RSMo, to obtain a determination as to the propriety of the proposed closure, which shall include, at a minimum, a request for a formal opinion from the Board's attorney. If the Board seeks a formal opinion of from its own attorney, such opinion, along with any notes that Board members may wish to include to memorialize their thoughts on the question, and a record of the Board vote on the question of whether to close the meeting including how each member voted, shall be stored as a record in the Board's files for not less than **five (5) years** from the date of the vote on whether to close the meeting, or the date the formal legal opinion is produced, whichever occurs later. These materials will be made freely available for *in camera* review by any judge or special master associated with a case challenging the same, in the event that a legal challenge to the meeting's closure occurs.

3. **Continued Implementation of Sunshine Law Policies.** The District will continue to have in force policies for compliance with the Sunshine Law, and to require its employees and administration to comply with those policies. Such policies shall be in compliance with Section 610.028, RSMo. The District will continue to post said policies on its website and update the postings any time that the policies change.

4. **Technology Service Provider Practices.** The District agrees that it will not enter into or renew a contract for the creation or maintenance of a public records database if that contract impairs the ability of the District to preserve or the public to inspect or copy the public records of the District, including public records that are online or stored in an electronic record-keeping system used by the District, and that it will comply with Section 610.029.

5. **Attorney's fees and costs.** As consideration for this Agreement, the AGO agrees not to seek payment from the District for any attorneys' fees and costs the AGO has incurred relating to this Litigation. Each Party agrees to bear its own attorneys' fees and costs.

6. **Training.** The District agrees that its Board members and District employees as necessary who, as part of their responsibilities, help facilitate the Board's compliance with the Sunshine Law as it relates to meetings (agenda, minutes and posting notice) will receive approved Sunshine Law training within **thirty (30) days** of the execution of this agreement, or as soon as can be scheduled as agreed by the parties. Approved training shall include, in-house training regarding legally complaint meetings and discussions under the Sunshine Law provided that training materials are reviewed by the parties, or as agreed by the parties. Any Sunshine Law training hosted or offered by the AGO will count as approved training. Upon completion, the District will send a **Certificate of Compliance with Sunshine Law Training Requirement** indicating the name(s) of the person(s), date, and title of the program attended, along with a copy of a confirmation page or program page indicating the sponsor of the program, or the materials reviewed as part of the training. Such Certificates of Compliance will be deemed sent if emailed to Matthew Tkachuk at matthew.tkachuk@ago.mo.gov. A failure to complete this training and provide the Certificate within **thirty (30) days** or as agreed, whichever is later, may void this Agreement and be brought to the court's attention for assessment of civil penalties.

7. **Resolution of claims and voluntary dismissal.** The Parties agree that this Agreement resolves all claims the AGO has or may have had against the District under the Open Meetings Law and Sunshine Law for all facts alleged in the Litigation of case number **2311-CC00986**. As consideration for this Agreement, within **fourteen (14) days** after receipt of the **Certificate of Compliance with Sunshine Law Training Requirement** as detailed in Section 6, the AGO shall file a voluntary dismissal of the Litigation.

Unless addressed under the terms of this agreement, the parties further release and discharge each other from any claims, demands, or liabilities arising from or relating to the discrete matters at issue and described in this Litigation. This Agreement is for the purpose of resolving disputed issues between the parties.

8. **No limit on certain rights of the parties.** Except as otherwise specified in this Agreement, this Agreement shall not be construed to limit the rights of any Party to enforce this Agreement in court if one Party believes that the other Party has not complied with its terms. The Parties also agree that nothing in this Agreement shall preclude the AGO from seeking declaratory, equitable, or legal relief for violations of the Open Meetings Law or Sunshine Law that were not alleged in the Litigation.

9. The parties agree that the District shall make the following public statement on their website or other channels:

The Wentzville R-IV School District is steadfast in its mission to provide the best possible educational environment for all students and is pleased to announce it has settled ongoing litigation regarding Open Meetings Law allegations.

As part of that resolution, the Board of Education has taken steps to promote transparency and encourages students, staff, and the community to engage in open dialogue about District policies and decisions, understanding that regular communication with parents, families, and District patrons is essential to continuously refining our internal processes and ensuring that we effectively share information.

In 2023, the District, like many school districts across the nation, navigated the complexities of restroom access for transgender students. Recognizing the evolving legal landscape at both the state and federal levels, the Board and the Administration engaged in closed session discussions with their attorney

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on June 16 and July 25, 2023, to understand the legal implications and potential liability risks before presenting policy options for public discussion.

We acknowledge that three members of the Board perceived the Board's discussions with its attorney in closed session as an effort to limit transparency and believed the discussions went beyond requests for receipt of legal advice. The Board members then reported their concerns to the office of then Missouri Attorney General, Andrew Bailey; and, his office initiated litigation alleging the Board impermissibly engaged in policy deliberations that should have been discussed in open session.

The Board has taken specific steps to promote transparency, access, and public trust. To allow for transparency and input, the Board introduced potential policy language in open Board meetings during the Fall of 2023, seeking public feedback. In January of 2024, following extensive public discussion and input, the Board adopted a policy to address restroom access in a manner it determined best served the interests of all students.

Without admitting fault or legal wrongdoing, the District has settled the litigation. Although the District looked forward to be able to demonstrate at trial that it committed no wrongdoing, the settlement permits the District to keep our focus on what matters most, the success and well-being of our students.

Moving forward, the Board remains committed to engaging the community on policy matters, particularly those involving sensitive topics. This includes ensuring clear communication about when and how issues will be discussed, as well as exploring additional avenues for public input.

The Board has also recently revised a longstanding policy to make clearer the protocol that Board members use when there is a question regarding whether a meeting should be held in open or closed session for votes and concerns to be recorded and legal guidance to be received. In addition, the Board has agreed to undergo additional training.

The Wentzville School District Board of Education values the role of public participation in its decision-making process and firmly believes that meaningful community engagement enhances the strength of our school district. We will continue to encourage students, staff, parents, and patrons to provide input, fostering a culture of constructive and respectful discourse. Community members with input are welcome to attend our open session meetings and email comments to info@wsdr4.org.

10. Additional agreements and representations.

a. The Parties individually represent and warrant that each signatory below has the power, capacity, and authority to enter into this Agreement on behalf of their respective Party, and that no claim released by this Agreement has been or will be assigned to any third parties who are not signatories to this Agreement. The Parties further agree that this Agreement may be executed by electronic signature of the parties and transmitted electronically between counsel.

b. The Parties represent that they have read this Agreement, and that they fully understand all of its terms. The Parties have conferred with their attorneys or have knowingly and voluntarily chosen not to confer with their attorneys about this Agreement. The Parties execute this Agreement without coercion or duress of any kind, fully understand any rights they have or may have, and sign this Agreement with full knowledge of any such rights.

c. To the fullest extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

d. The Agreement reflects the compromise of the disputed claims between the Parties as to any remaining issues in the Litigation.

THE PARTIES EXECUTING THIS AGREEMENT BELOW INDIVIDUALLY ACKNOWLEDGE AND AGREE THAT EACH UNDERSTANDS, ACCEPTS, AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND EXECUTES THIS AGREEMENT VOLUNTARILY, WITH FULL UNDERSTANDING OF ITS CONSEQUENCES, AND WITHOUT DURESS OF ANY KIND, AND FURTHER THAT ANY SIGNATURE OF AN AUTHORIZED REPRESENTATIVE BELOW HAS FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTY SO DESIGNATED.

[SIGNATURE PAGE FOLLOWS]

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Dated: 04/06/26

By: Matthew J. Tkachuk

Title: Counsel, Assistant Attorney General

Authorized Representative for the State
of Missouri ex rel. Attorney General
Catherine L. Hanaway

Dated: 3/19/26

By: Julie Scott

Title: BOE President

Authorized Representative for the
Wentzville School District Board of
Education