

**CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Confidential Settlement Agreement and General Release (“AGREEMENT”) is entered into by and between Donmonic Perks, Antoine Thompson, Thomas Prater, and Khaliah Hines (“Plaintiffs”) and Highland Community College (“Defendant”), collectively referred to as “Parties.”

**RECITALS**

This AGREEMENT is made with reference to the following facts:

- A. Plaintiffs filed a complaint in the United States District Court for the District of Kansas, Case No. 2:20-cv-02129-HLT-TJJ (the “Lawsuit”). The Lawsuit alleges the following six counts: Count 1: all Plaintiffs allege discriminatory surveillance and discipline in violation of 42 U.S.C. §1983; Count 2: Plaintiffs Perks, Thompson, and Prater allege discriminatory expulsion in violation of 42 U.S.C. §1983; Count 3: all Plaintiffs allege maintenance of a racially hostile educational environment in violation of Title VI of the Civil Rights Act of 1964; Count 4: all Plaintiffs allege unlawful searches and seizures in violation of 42 U.S.C. §1983; Count 5: Plaintiff Thompson alleges breach of contract; and Count 6: Plaintiff Thompson alleges breach of implied covenant of good faith and fair dealing in violation of Kansas law.
- B. Defendant denies the validity of Plaintiffs’ claims and that it is subject to any liability.
- C. The Parties wish to settle their differences without resort to further litigation.
- D. The Parties have decided to sever all ties between them, and to fully and finally settle any and all claims Plaintiffs have or may have against Defendant and its employees, known or unknown, fixed or contingent, including without limitation any and all claims arising from Plaintiffs’ attendance at Highland Community College, the alleged violations of Plaintiffs’ civil rights, the actions taken against Plaintiffs while at Highland Community College, and any claims that were asserted or could have been asserted in the Lawsuit, or elsewhere.
- E. Prior to dismissal of the entire Lawsuit with prejudice, and as part of the consideration for this AGREEMENT, Plaintiffs agree to separately dismiss with prejudice the individual defendants, Dr. Bryan Dorrel and Dr. Eric Ingmire (the “Previously Dismissed Defendants”).

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions, which constitute full settlement of any and all disputes between them:

1. **Recitals:** The Parties acknowledge the recital clauses preceding paragraph are true and correct, and are incorporated herein as material parts to this AGREEMENT.

2. **Definitions:**

A. Throughout this AGREEMENT, the term "Plaintiffs" shall include the following:

1. Donmonic Perks, Antoine Thompson, Thomas Prater, and Khaliah Hines, individuals, as well as their successors, assigns, heirs, executors, administrators, agents, servants, legal representatives, insurers of any and all affiliated or related persons, firms, corporations, or partnerships and all persons, firms, corporations, or partnerships which may now or in the future have or claim an interest in this Lawsuit.

B. Throughout this AGREEMENT, the term "Defendant" shall include the following:

1. Highland Community College, an entity, as well as any predecessors, successors and assigns, subsidiary company, parent company, affiliated entity, related entity, operating entity, franchise, or division of Highland Community College;

3. Any current and/or former officer, director, member or shareholder, partner, employee, trustee, attorney, agent, or insurer of an entity encompassed by subparagraphs (1).

3. **Consideration:** Plaintiffs understand and agree that they would not receive the monies and/or benefits specified in this paragraph but for the execution of this AGREEMENT and the fulfillment of the promises contained herein.

(A) **Settlement Sum:** As consideration for signing this AGREEMENT and for compliance with the promises made herein, Defendant agrees to pay Plaintiffs in the amount of NINETY NINE THOUSAND DOLLARS AND 00/100 CENTS (\$99,000.00). This sum shall be paid as follows:

- Three checks made payable to Plaintiffs Antoine Thompson, Thomas Prater, and Khaliah Hines in the amount of 12, 470 DOLLARS AND 50/100 CENTS (\$12, 470.50) for which a Form 1099 will be issued.
- One check made payable to Plaintiff Donmonic Perks in the amount of 15,000 DOLLARS AND 50/100 CENTS (\$15,000.50) for which a Form 1099 will be issued.
- A check made payable to McDowell Rice [counsel for Plaintiffs], in the amount of FORTY SIX THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS AND 00/100 CENTS (\$46, 588.00) for which a Form 1099 will be issued.

- (B) **Conditions on Consideration:** Defendant shall provide the consideration identified in paragraph 3 within forty-five (45) days of receiving each of the following items: (1) a copy of this AGREEMENT appropriately signed and dated by Plaintiffs, and (2) executed W-9 and/or W-4 forms, as requested, executed by Plaintiffs.
- (C) **Taxes, Interest, Penalties, and Other Related Expenses:** Plaintiffs shall be solely and completely responsible for any tax liabilities, including interest and penalties, if any, incurred by him/her or the Company which may arise as a result of the characterization of the Payment described in paragraph 3.
- (D) **Defendant's Relationship with the Highland Police Department:** Defendant's current relationship with the Highland Police Department will continue, but security guards employed by Defendant will participate in mandatory anti-discrimination and Fourth Amendment training. When working under the contract with Defendant, Highland Police Department employees, if employed by Defendant as security guards, will abide by all internal Highland Community College policies.
- (E) **Mandatory Training for Security and Housing Personnel:** Defendant's security and housing personnel will undergo a mandatory anti-discrimination and Fourth Amendment training. The ACLU will provide a list of potential facilitators, Defendant will evaluate the proposed individuals in good faith and make efforts to select a trainer from that list, subject to an evaluation of conflicts, costs, and credentials. If the Parties cannot reach an agreement as to an acceptable facilitator, Larry Rute will assist.
- (F) **Mandatory Training for Administrative and Executive Staff:** Defendant's administrative and executive staff will undergo a mandatory anti-discrimination training. The Parties will work together to select a facilitator. If the Parties cannot reach an agreement as to an acceptable facilitator, Larry Rute will assist.
- (G) **Inspections:** Law enforcement officers shall be explicitly prohibited from accompanying college employees during routine health inspections or inspections related to non-criminal Highland Community College policy violations, unless there is a safety issue.
- (H) **Policy Application:** Defendant agrees to apply policies and discipline equally, regardless of race. Defendant will commit to conduct an internal review at the end of each school year to ensure compliance. The Institutional Researcher will run an analysis and provide a report to the Board in Executive Session.
- (I) **Expulsion:** Defendant agrees not to expel students of any gender or race for first-time low-to-medium violations. Defendant will notify students in writing, as specified in the Student Handbook, if they have been placed on probation, including the specific reasons for imposing probation.

- (J) **Thompson's Transcript:** Defendant will cancel Mr. Antoine Thompson's debt with Highland Community College as of September 3, 2020 and release his transcript upon execution of this Agreement.
- (K) **Press Statement:** The Parties agree to release the following press statement simultaneously: "Highland Community College, Donmonic Perks, Antoine Thompson, Thomas Prater, and Khaliah Hines have resolved the litigation filed on March 19, 2020."
4. **Dismissal of Lawsuit:** Plaintiffs agree that, upon receiving the consideration set forth in paragraph 3, they will promptly take all action necessary to dismiss the Lawsuit with prejudice. All Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this AGREEMENT, which are not inconsistent with its terms.
5. **General Release of Claims:** In exchange for, and in consideration of, the payments, benefits, and other commitments described above, Plaintiffs, for themselves and for each of his or her heirs, executors, administrators, insurers, and assigns, hereby fully releases, acquits, and forever discharges Defendant (which includes predecessors, successors and assigns, subsidiary companies, parent companies, affiliated entities, related entities, operating entities, franchises, divisions, officers, directors, members or shareholders, partners, employees, trustees, attorneys, agents, or insurers), of and from any and all claims, liabilities, causes of action, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Plaintiffs may now have or has ever had, which shall include, but not be limited to, claims for reinstatement; compensatory damages; injunctive relief; damages of any kind, including liquidated or punitive damages; and/or benefits. Plaintiffs also hereby specifically waive and release all claims, including, but not limited to, those arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the Truth in Lending Act; the Equal Pay Act; the Fair Labor Standards Act; the Americans With Disabilities Act of 1990; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; the Older Workers Benefit Protection Act; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Employee Retirement Income Security Act of 1974, as amended, including Section 510; the National Labor Relations Act; the False Claims Act; any state unfair and deceptive trade practice statutes; state and federal whistleblower statutes; and any and all federal, state or local statutes, ordinances, or regulations, as well as all claims arising under federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge, or any other claim. Plaintiffs also specifically waive and release all claims that may accrue in the future relating to the allegations in the Lawsuit or Plaintiffs' treatment while at Highland Community

College. This paragraph shall not, and shall not be construed to, release any claim that cannot be released according to law. Subject to paragraph 6 (Pending Claims and Preserved Rights), Plaintiffs agree not to institute any other lawsuit, complaint, allegation of wrongdoing, allegation or assertion of wrongful or illegal conduct, charge, demand or any other type of proceeding against Defendant based upon claims that are released by way of this AGREEMENT.

6. **Pending Claims and Preserved Rights:** Plaintiffs represent, acknowledge and confirm that, with the exception of the Lawsuit, they have not filed or otherwise initiated any other lawsuit, complaint, allegation of wrongdoing, allegation or assertion of wrongful or illegal conduct, charge, demand or any other type of proceeding against Defendant in or with any local, state, or federal court or local, state, or federal governmental agency, commission, official, department or enforcement authority based upon any events or items occurring prior to and/or through the date of execution of this AGREEMENT. Plaintiffs expressly waive any right to damages, any other legal and equitable relief, attorney's fees or costs, award or recovery under any local, state, or federal law and any whistleblower laws and regulations (including, without limitation, any state or federal false claims acts or statutes), in connection with any legal proceedings, agency proceedings, administrative proceedings, enforcement or investigatory proceedings and any lawsuit that is or has been filed, brought, initiated or pursued in the future and which is in any way based upon events occurring before execution of this AGREEMENT or which is in any way related to the claims, causes of action, damages and relief released herein.
7. **Indemnification and Tax Issues:** Plaintiffs are not relying on any information provided by Defendant, its employees, or its attorneys concerning the tax consequences of payments made under this AGREEMENT. Plaintiffs are solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, which may, at any time, be found to be due upon or as a result of any amount that is paid by Defendant under this AGREEMENT. Plaintiffs agree to indemnify, defend, and hold Defendant harmless from any claim or liability asserted against Defendant or for any taxes and related penalties and/or interest, relating to the manner in which payments of the Settlement Sum are allocated and paid under this AGREEMENT.
8. **No Assignment:** The Parties represent and warrant that no person other than the signatories hereto had or has any interest in the matters referred to in this AGREEMENT, that the Parties have the sole right and exclusive authority to execute this AGREEMENT, and that the Parties have not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this AGREEMENT.
9. **Confidentiality:** In consideration of the obligations under this AGREEMENT and notwithstanding paragraph 6 (Pending Claims and Preserved Rights), Plaintiffs agree that the facts and circumstances leading to the Lawsuit and this AGREEMENT and the terms and conditions hereof, are strictly, and shall forever remain, confidential, and that neither Plaintiffs nor his heirs, agents, executors, administrators, attorneys, legal representatives, or assigns shall disclose or disseminate, directly or indirectly, any information concerning any such terms to any third person(s), including, but not limited to, representatives of the

media or other present or former employees or students of Highland Community College, under any circumstances, except Plaintiffs may disclose the terms of this AGREEMENT to their attorney, accountant, tax advisor, the Internal Revenue Service, or as otherwise required by law ("Third Parties"), provided, however, that the Third Parties to whom such disclosure is made shall agree in advance to be bound by the terms of this paragraph and all of its subparts.

- (A) If Plaintiffs or Highland Community College receive an inquiry regarding this matter from any other entity or individual, he or she will respond only by stating, "Highland Community College, Donmonic Perks, Antoine Thompson, Thomas Prater, and Khaliah Hines have resolved the litigation filed on March 19, 2020." without revealing the terms and conditions of this settlement or making any comment or indication as to his pleasure or displeasure with this settlement.
- (B) If any of the Parties to this agreement are required to disclose this AGREEMENT, its terms or underlying facts pursuant to a third party investigation initiated or approved by the HCC Board of Trustees, court order and/or subpoena, the party shall notify the other parties to this agreement in writing via electronic mail or overnight mail, within a reasonable time of his or her receipt of such court order or subpoena, and simultaneously provide the Parties with a copy of such court order, investigation, or subpoena. The notice shall comply with the notice requirements set forth below. Plaintiffs agrees to waive any objection to Defendant's request that the document production or testimony be done *in camera* and under seal.
- (C) The Parties understand that Defendant is relying on Plaintiffs' promise to keep confidential this AGREEMENT and the circumstances giving rise to the same. Defendant considers Plaintiffs' promise to maintain the confidentiality of this AGREEMENT as valuable consideration for entering into this AGREEMENT. Plaintiffs agrees that any failure to maintain the confidentiality of this AGREEMENT or the circumstances which gave rise to this AGREEMENT constitutes a material breach of the confidentiality of this AGREEMENT as set forth in paragraph 9 (Confidentiality). Nothing in this paragraph shall or is intended to restrict any other rights or remedies that either party may have by virtue of this AGREEMENT.

10. **Medicare Compliance:**

- (A) This settlement is based upon a good faith determination of the Parties to resolve a disputed claim. The Parties have not shifted responsibility of medical treatment to Medicare in contravention of 42 U.S.C. Sec. 1395y(b). The Parties resolved this matter in compliance with both state and federal law. The Parties made every effort to adequately protect Medicare's interest and incorporate such into the settlement terms.
- (B) Plaintiffs and Plaintiffs' counsel warrant that Plaintiffs are not Medicare beneficiaries as of the date of this release. Because Plaintiffs are not Medicare

recipients as of the date of this release, no conditional payments have been made by Medicare.

11. **Non-Disparagement:** Except as otherwise provided in paragraph 6 (Pending Claims and Preserved Rights), Plaintiffs agree that they will not disparage or defame, Defendant. Highland Community College agrees it will not disparage or defame Plaintiffs. Nothing in this section is intended to, and shall not, restrict or limit the Parties from providing truthful information in response to a subpoena, other legal process, or valid government or third party investigation as set forth in section 9(B) of this Agreement.
12. **Governing Law and Jurisdiction:** This AGREEMENT shall be governed and conformed in accordance with the laws of the State of Kansas without regard to its conflict of laws provision. In the event Plaintiffs breaches any provision of this AGREEMENT, Plaintiffs affirms that Defendant may institute an action to specifically enforce any term or terms of this AGREEMENT.
13. **Breach of Agreement:** Should Plaintiffs ever breach any provision or obligation under this AGREEMENT, Plaintiffs explicitly agrees to pay all damages (including, but not limited to, litigation and/or defense costs, expenses, and reasonable attorneys' fees) incurred by Defendant as a result of Plaintiffs' breach, including, but not limited to, liquidated damages of \$2,500 per plaintiff. Nothing in this paragraph shall, or is intended to, limit or restrict any other rights or remedies either party may have by virtue of this AGREEMENT or otherwise.
14. **No Admission of Liability:** The Parties agree that neither this AGREEMENT nor the furnishing of the consideration for this AGREEMENT shall be deemed or construed at any time for any purpose as an admission by Defendant of any liability or unlawful conduct of any kind.
15. **Modification of Agreement:** This AGREEMENT may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. Plaintiffs agree not to make any claim at any time or place that this AGREEMENT has been verbally modified in any respect whatsoever. No waiver of any provision of this AGREEMENT will be valid unless it is in writing and signed by the party against whom such waiver is charged. The Parties acknowledge that only General Counsel for Defendant has the authority to modify this AGREEMENT on behalf of Defendant.
16. **Interpretation:** The language of all parts of this AGREEMENT shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This AGREEMENT has been negotiated by and between attorneys for the Parties and shall not be construed against the "drafter" of the AGREEMENT.
17. **Severability:** The Parties explicitly acknowledge and agree that the provisions of this AGREEMENT are both reasonable and enforceable. However, if any portion or provision of this AGREEMENT (including, without implication of limitation, any portion or provision of any section of this AGREEMENT) is determined to be illegal, invalid, or

unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this AGREEMENT shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this AGREEMENT. To the extent any provision herein that relates to the dismissal of Plaintiffs' Lawsuit or the release of claims described in paragraphs 4 and 5 above is deemed to be illegal, invalid, or unenforceable, neither party is obligated to honor any of the terms set forth herein and Plaintiffs shall return any amounts paid by Defendant under this AGREEMENT.

18. **Binding Nature of Agreement:** This AGREEMENT shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.
19. **Entire Agreement:** This AGREEMENT sets forth the entire AGREEMENT between the Parties hereto, and fully supersedes any prior obligation of Defendant to Plaintiffs. Plaintiffs acknowledge that they have not relied on any representations, promises, or agreements of any kind made to this in connection with his decision to accept this AGREEMENT, except for those set forth in this AGREEMENT.
20. **Execution in Parts.** This AGREEMENT may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
21. **Selective Enforcement:** The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this AGREEMENT shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.



22. **Notice Requirements:** Each notice ("Notice") provided for under this AGREEMENT, must comply with the requirements as set forth in this paragraph. Each Notice shall be in writing and sent by e-mail or by depositing it with a nationally recognized overnight courier service that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party (and marked to a particular individual's attention, if so indicated) as hereinafter provided. The time period in which a response to any notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Any party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving to the other party at least ten (10) days prior Notice thereof. The Parties' addresses for providing Notices hereunder shall be as follows:

Highland Community College  
c/o Alan Rupe  
1605 North Waterfront Parkway, Suite 150, Wichita, KS, 67206  
alan.rupe@lewisbrisbois.com

Donmonic Perks, Antoine Thompson, Thomas Prater, and Khaliah Hines  
c/o Lauren Bonds  
P.O. Box 917 Mission, KS 66201  
lbonds@aclukansas.org

**HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE SUMS AND BENEFITS HEREIN, Donmonic Perks, Antoine Thompson, Thomas Prater, and Khaliah Hines FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT AND RELEASE INTENDING TO WAIVE, SETTLE, AND RELEASE ANY CLAIM THEY HAVE OR MIGHT HAVE AGAINST HIGHLAND COMMUNITY COLLEGE.**

**BY SIGNING BELOW, Donmonic Perks, Antoine Thompson, Thomas Prater, and Khaliah Hines ACKNOWLEDGE THEY HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS TERMS, AND HAVE ENTERED INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THE AGREEMENT ITSELF.**

APPROVALS

I, Donmonic Perks, hereby declare and warrant that: I am of legal age, of sound mind and not acting under any restraint; I have read the foregoing Confidential Settlement Agreement and General Release in its entirety, or have had the AGREEMENT read to me, and understand the legal effect thereof, having obtained the full advice of legal counsel; I hereby sign this AGREEMENT as my free and voluntary act and deed.

  
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**Donmonic Perks**

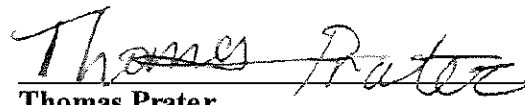
Date: 11-13-2020

I, Antoine Thompson, hereby declare and warrant that: I am of legal age, of sound mind and not acting under any restraint; I have read the foregoing Confidential Settlement Agreement and General Release in its entirety, or have had the AGREEMENT read to me, and understand the legal effect thereof, having obtained the full advice of legal counsel; I hereby sign this AGREEMENT as my free and voluntary act and deed.

  
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**Antoine Thompson**

Date: 11-13-2020

I, Thomas Prater, hereby declare and warrant that: I am of legal age, of sound mind and not acting under any restraint; I have read the foregoing Confidential Settlement Agreement and General Release in its entirety, or have had the AGREEMENT read to me, and understand the legal effect thereof, having obtained the full advice of legal counsel; I hereby sign this AGREEMENT as my free and voluntary act and deed.

  
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**Thomas Prater**

Date: 11-13-2020

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I, Khaliah Hines, hereby declare and warrant that: I am of legal age, of sound mind and not acting under any restraint; I have read the foregoing Confidential Settlement Agreement and General Release in its entirety, or have had the AGREEMENT read to me, and understand the legal effect thereof, having obtained the full advice of legal counsel; I hereby sign this AGREEMENT as my free and voluntary act and deed.

  
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**Khaliah Hines**

Date: 11-13-2020

I, Deborah Fox, hereby declare and warrant that I am authorized to approve the foregoing Confidential Settlement Agreement and General Release on behalf of Highland Community College and on behalf of such entity, hereby agree to the terms of this AGREEMENT.

  
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**Deborah Fox**  
**President, Highland Community College**

Date: 11/13/2020

