

SETTLEMENT AGREEMENT AND RELEASE

On this 31 day of July 2023, **Brianna Bowling, on behalf of herself and her minor child, [REDACTED] (“E.M.”), (together, “Plaintiff”) and Young Women’s Christian Association of Gettysburg and Adams County, Pennsylvania, d/b/a YWCA Gettysburg and Adams County (“Defendant”) and collectively (the "Parties,")** enter into this Agreement in full and final settlement of all disputes, including any and all claims arising under any provision of federal or state law, that have or could have arisen, or may arise, between them through and including the date of execution of this Agreement, and hereby agree as follows:

WHEREAS, Plaintiff has filed a Civil Action against the Defendant in the United States District Court for the Middle District of Pennsylvania and docketed to 1:23 CV 000617 – SES (hereinafter the “Action”);

WHEREAS, Defendant denies, disputes and asserts it could defend the claims asserted in the federal lawsuit above-referenced ("the Action");

WHEREAS, the Parties hereto intend to fully and finally settle in accordance with the terms of this Agreement any and all remaining disputes, claims, demands, appeals and causes of action as asserted in the Action;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, and intending to be legally bound hereby, the Parties agree as follows:

1. This Agreement is not and shall not in any way be construed as an admission by Defendant, or any former or present directors, officers, board members, administrators, agents, employees, insurers, representatives, successors or assigns of any liability or wrongdoing whatsoever, but rather constitutes the good faith settlement of highly disputed claims. Defendant specifically disclaims any liability or wrongdoing whatsoever on its part, and/or on the part of former or present directors, officers, board members, administrators, agents, employees, insurers, or representatives, and each of them. Rather, Defendant has entered into this Agreement for the sole and purely practical purposes of resolving all disputes and actions related to the Action, and of avoiding the burden, disruption, expense, delay and uncertainties of trial.

2. In consideration of Plaintiff's agreement to release the Defendant and forego further litigation over any and all claims against the Defendant whether or not recited above and arising prior to the execution of this Agreement (including a dismissal of all claims against the Defendant), Defendant shall cause to be paid the negotiated sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, which settlement sum includes attorneys fees and costs of suit and litigation, to be paid to

the Plaintiff on behalf of the Defendant. Payment shall be made within thirty (30) days of the execution of this agreement and made out to the Community Justice Project, 118 Locust Street, Harrisburg, PA 17101.

3. In further consideration of Plaintiff's agreement to release the Defendant and forego further litigation of the claims under Title III of the Americans with Disabilities Act and §504 of the Rehabilitation Act, whether or not specified, recited or otherwise reflected in the Complaint prior to the execution of this Agreement, Defendant agrees to admit E.M. to Defendant's summer program during the summer of 2024 and thereafter and to provide the accommodations requested by Plaintiff pertaining to E.M.'s Type I Diabetes diagnosis. These accommodations include insulin administration, glucose monitoring, Glucagon administration if necessary, meals consistent with E.M.'s special diet, and monitoring for the signs of hypoglycemia and hyperglycemia. The YWCA will also provide training on Type I Diabetes care to all YWCA employees who will take care of E.M. including training on E.M.'s accommodations and on the signs of hypoglycemia and hyperglycemia. Plaintiff agrees to seek Medical Assistance coverage to seek a nurse or other paraprofessional to provide the services described above, but if Medical Assistance denies coverage or Plaintiff's medical providers refuse to support a request, Defendant will still provide the accommodations of E.M.'s Type I Diabetes disability described in this paragraph at no cost to Plaintiff,

other than the usual cost of attendance to Defendant's summer camp program.

4. In further consideration of the Plaintiff's agreement to release Defendant and forego further litigation of the claims set forth in the Action, Defendant agrees to and has, in fact, adopted the policy set forth in Exhibit A. Exhibit A replaces Defendant's earlier "Medication Policy," attached as Exhibit B. Within fourteen (14) days, the policy set forth in Exhibit A will be put on Defendant's website and in Defendant's childcare and summer program parent handbook(s) and will be distributed to all parents with children enrolled in Defendant's childcare and summer programs by e-mail. Also within fourteen (14) days, Defendant's earlier "Medication Policy" will be removed from any of Defendant's public materials, including its website and parent handbook(s), and Defendant will remove language from its parent handbook stating that "[i]n the event that your child is unable to eat the foods we provide, a doctor's note is required so that you may provide your child's meals and snacks."

5. Plaintiff further acknowledges and agrees that by accepting the Payment and consideration provided for in Paragraph 2 above, she is waiving any and all of her rights to any claim for any type of damages and other legal and/or equitable relief as against the Defendant, or any former or present directors, officers, board members, administrators, agents, employees, insurers, or representatives,

successors, or assigns and each of them, that she may have under any theory of law, for damages of any kind, for appeals of any adjudications, for declaratory or injunctive relief of any nature or kind, for attorneys' fees and costs, for witness fees, and/or any other costs and expenses of litigation or trial, which have arisen or may arise in the future and are connected or related in any way whatsoever to the Action or to the facts and circumstances underlying the Action, including any claims that could have been brought arising out of the incident(s) which are more fully described in Plaintiff's Complaint filed to the term and number cited above, from the beginning of time through the date of execution of this Agreement.

6. Plaintiff further acknowledges and agrees that by accepting the Payment and consideration provided for in Paragraph 2 above that she releases and forever discharges Defendant, and/or any former or present directors, officers, board members, administrators, agents, employees, insurers, or representatives, successors or assigns or each of them, from any claim or demand of any kind, administrative or judicial, including all claims that were asserted or which could have been asserted in the Action, from the beginning of time through the date of execution of this Agreement, including but not limited to claims or demands for damages, attorney's fees and costs, expert witness fees, costs and evaluations, trial costs and any other legal and/ or equitable relief.

9. Plaintiff agrees that she is individually responsible for payment of income tax, if any, as the result of receiving the settlement proceeds set forth in Paragraph 2 above from Defendant and further agrees to indemnify and to hold Defendant and/or its insurers, reinsurers, agents, attorneys and representatives harmless from any and all tax consequences, and/or any other type of liability arising out of the payment of this settlement.

10. This Agreement will be admissible in any and all future judicial or administrative proceedings between the Parties arising hereafter to prove its terms only.

11. Nothing in this Agreement shall be construed to limit the rights of the Parties to raise claims concerning the non-implementation of the terms of this Agreement. This Agreement constitutes the entire understanding between the Parties concerning the subjects to which it refers and it supersedes any prior understandings or agreements, written or oral, between the Parties. This Agreement shall be modified only in writing executed by the Parties or their lawful representatives.

12. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement, and in all other

respects, this Agreement shall be valid and continue in full force, effect and operation.

13. In the event any dispute arises between the Parties with regard to the interpretation of any term of this Agreement, the Parties agree that the drafting of this Agreement shall not be deemed the act of any one Party or its agent, and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be applicable.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Plaintiff warrants and agrees that she possesses sufficient education and experience and is competent to understand the content and effect of this Agreement; that she understands that by entering into this Agreement, she is giving up all legal rights to pursue claims against the Defendant for any matter arising out of the incident(s) set forth in the Complaint, that she is releasing the Defendant from any claim or liability arising out of such incident(s); that she is entering into this Agreement of her own free will in exchange for the consideration that has been agreed to be given to her in paragraph 2 above, which she agrees is adequate and satisfactory; that no one has made any representations to her concerning the terms or effects of this Agreement other than those contained in this Agreement; that she

has had an opportunity to review the terms of this Agreement with her attorney(s) and that her attorney(s) has/ve adequately explained it to her to her full satisfaction.

16. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

HAVING READ THE ENTIRE AGREEMENT CONSISTING OF SIXTEEN (16) PARAGRAPHS, THE PARTIES AGREE AND ATTEST:

7/31/2023

Date

PLAINTIFF:

DocuSigned by:
Brianna Bowling
290EC2BEA33C453

BRIANNA BOWLING, on her own behalf and that of her minor son, E.M.

Aug. 5, 2023

Date

FOR DEFENDANT:
YWCA, Gettysburg & Adams County
Nancy S. Kelley
Interim CEO

Date:

EXHIBIT A

Medication

We strictly adhere to Pennsylvania law regarding Child medication and special diets. Pennsylvania law requires that we make reasonable accommodation in accordance with both federal and state laws to facilitate administration of medication or a special diet that is prescribed by a physician, physician's assistant, or Certified Registered Nurse Practitioner (CRNP) as treatment related to the child's special needs. Facility persons are not required to administer medication or special diets which are requested or required by the parent, a physician, a physician's assistant or a CRNP but are not treatment related to the child's special needs. When medication or special diets are administered, the following requirements apply:

- (1) A prescription or non-prescription medication may be accepted only in an original container. The medication must remain in the container in which it was received.
- (2) A staff person shall administer a prescription medication only if written instructions are provided from the individual who prescribed the medicine. Instructions for administration contained on a prescription label are acceptable.
- (3) The label of a medication container must identify the name of the medication and the name of the child for whom the medication is intended. Medication shall be administered to only the child whose name appears on the container.
- (4) Medication shall be stored in a locked area of the facility or in an area that is out of reach of children.
- (5) Medication shall be stored in accordance with the manufacturer's or health professional's instructions on the original label.
- (6) A parent shall provide written consent for administration.
- (7) We are required to establish and maintain a medication log if prescription or non-prescription medication is administered. The log will include:
 - (a) The name of the medication;
 - (b) The name of the child receiving the medication;
 - (c) A requirement for refrigeration;
 - (d) The amount of medication administered;
 - (e) The date of administration;
 - (f) The time of administration;
 - (g) The initials of the staff person who administered the medication;
 - (h) Special notes related to problems of administration.
- (8) If a special diet is prescribed for a child and if the diet is administered to a child, written instructions and the parent's written consent shall be retained in the child's file.

Care Plans

Pursuant to federal and state law, the YWCA does not discriminate against children with disabilities in its childcare and summer programs. The YWCA provides reasonable accommodations or reasonable modifications to children with disabilities, unless such accommodations/modifications would constitute a fundamental alteration to the YWCA's childcare or summer programs. If your child has a disability and needs a reasonable accommodation or reasonable modification to participate in the YWCA's childcare or summer programs, please contact your center director: Michelle Stojka (717) 334-7150 ext. 222 or mstojka@ywcagettysburg.org at Adams Commerce Center or Katie Myers (717) 334 – 9171 ext.126 or kmyers@ywcagettysburg.org at the 909 Fairfield Road. The YWCA will respond in writing to reasonable accommodation/modification requests within fourteen days with an approval, denial, or narrowly-tailored request for medical documentation.

EXHIBIT B

Medication Policy

Pennsylvania regulations dictate that child care staff is not required to administer children's medication. **Therefore, administration of medication is the responsibility of the parent or guardian.**

- Whenever possible, prescribed medication must be administered in the mornings and evenings by the parents or guardians.
- Medication may not be stored in cubbies, diaper bags, backpacks, or other carry bags.
- Medicine must be kept in the original container and taken daily to a specified place in your child's classroom.
- Tylenol (acetaminophen) may be administered by staff for fever or pain with written instructions from a licensed physician. Notes from physicians for Tylenol should be updated regularly.
- **All** medications must be signed in on the medication log daily. If the medication log is not signed, the medication will not be administered. If your child needs a medication log, please ask your child's teacher.
- Children with chronic illnesses that require daily medication should have a written plan provided by a licensed physician giving detailed instructions and guidelines.