

## SETTLEMENT AGREEMENT

This Settlement and Release Agreement is entered into on the date set forth below between the Washington Workforce Training and Education Coordinating Board (hereafter WTECB) and Alen Janisch, Director, and the Court Reporting Institute, Inc. d/b/a Court Reporting Institute (hereafter CRI), a business and corporation doing business in the State of Washington.

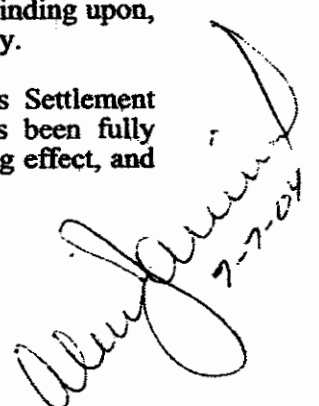
WHEREAS, the WTECB issued decisions in September 2003 directing that CRI provide partial refunds of tuition to CRI students ~~George P. Pichler~~ and ~~J. P. Pichler~~, and

WHEREAS, CRI timely appealed those decisions on October 7, 2003, and

WHEREAS, WTECB and CRI desire to amicably resolve all issues raised under Administrative Cause Numbers 2003-WTE-0002 and 2003-WTE-0003 without admission of liability by either party;

NOW, THEREFORE, in consideration of the following promises, covenants and other considerations, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. CRI shall pay to ~~George P. Pichler~~ the amount of \$3,000.00 in full settlement of WTECB's decision to provide partial refunds of tuition. Payment by check must be made by CRI within thirty (30) days of the date of this agreement.
2. CRI shall pay to ~~J. P. Pichler~~ the amount of \$3,000.00 in full settlement of WTECB's decision to provide partial refunds of tuition. Payment by check must be made by CRI within thirty (30) days of the date of this agreement.
3. WTECB and CRI agree that the qualifications for instructors of court reporting shall be as set forth in Appendix A which is attached and incorporated into this Settlement Agreement. CRI agrees to abide by the qualifications for instructors as set forth in Appendix A.
4. By entering into this Settlement Agreement, CRI and WTECB do not admit liability to any person arising out of any claims arising from the decision letters of September 2003, nor does CRI admit to any allegation contained therein.
5. Alen Janisch, whose signature appears below, is the Director of CRI and is signing this Settlement Agreement as the authorized representative of CRI. CRI warrants that any and all internal authorizations necessary for the execution and performance of this Settlement Agreement have been obtained.
6. Ellen O'Brien Saunders, whose signature appears below, is the Executive Director of WTECB and is authorized to sign this Settlement Agreement.
7. This Settlement Agreement contains the entire agreement between the parties concerning the subject matter of the Administrative proceedings referenced above. The terms of this agreement are contractual in nature and not a mere recital. This Settlement Agreement cannot be changed, modified, or terminated other than by mutual agreement. This settlement shall be binding upon, and inure to, the benefit of the parties and their respective successors and assigns only.
8. The parties affirm that they have carefully read all of the provisions in this Settlement Agreement, that each understands all the terms hereof, that this agreement has been fully explained to each by respective counsel, that each understands the final and binding effect, and that each, of their own volition, signs this Settlement Agreement.


  
7-7-04

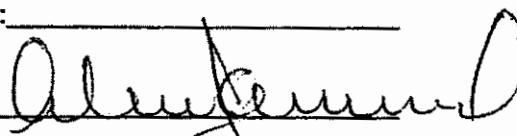
9. This Settlement Agreement shall be construed in accordance with all applicable statutes of the State of Washington and judicial and administrative findings interpreting such statutes.

10. In the event administrative or judicial suit or action is necessary to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to reasonable attorney's fees that it might incur in such suit or action.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, hereby cause the Settlement Agreement to be executed by their duly authorized representatives as of the latter date set forth below.

**WORKFORCE TRAINING AND  
EDUCATION COORDINATING  
BOARD**

By:   
Ellen O'Brien Saunders  
Executive Director, WTECB  
Date: \_\_\_\_\_

By:   
Alen Janisch, Director of CRI  
Date: 7-27-04

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**Appendix A**  
**Requirements for Faculty Qualifications**

**Stenograph Theory I and II Courses:**

Instructors must possess a Bachelor's degree and be certified by the National Court Reporters Association as Certified Reporting Instructors [CRI] at the next available training program after hire and maintain that certification throughout the course of their employment with the school.

Acceptable substitutions for the above requirement are:

- Certification by the state of Washington or another state as a Court Reporter; or
- Graduation from a court reporting program; or
- A minimum of two years of work experience, postsecondary training or a combination of both in Court Reporting; or
- Certification by the National Court Reporters Association as a Registered Professional Reporter [RPR].

Newly hired instructors who do not have previous teaching experience, must spend a period of two weeks to one month observing and training in the classroom under the direction of a veteran Stenograph Theory instructor.

**Stenograph Speed-building Courses:**

Instructors must possess a Bachelor's degree.

Acceptable substitutions for the above requirement are:

- Certification by the National Court Reporters Association as a Certified Reporting Instructor [CRI] at the next available training program after hire as long as the individual maintains that certification throughout the course of their employment with the school; or
- Certification by the state of Washington or any other state as a Court Reporter; or
- Certification by the National Court Reporters Association as a Registered Professional Reporter [RPR]; or
- Graduation from a court reporting program; or
- A minimum of two years of work experience, postsecondary training or a combination of both in Court Reporting.

Newly hired instructors who do not have previous teaching experience must spend a period of two weeks to one month observing and training in the classroom under the direction of a veteran Stenograph Speed-building instructor.

**Academic Courses (English, Legal Terminology, Medical Terminology):**

Instructors must possess a Bachelor's degree in a subject related to the one they teach or any Bachelor's degree with two years work experience in a field related to the one they teach.

*Allen  
7-07-09*

Newly hired instructors who do not have previous teaching experience must spend a period of two weeks to one month observing and training in the classroom under the direction of a veteran instructor.

**Reporter Preparation/Employment Internship/Computer-Aided Transcription Courses:**  
Instructors teaching the Reporter Preparation portion of this course must be currently or previously certified by the State of Washington or any other state as a Court Reporter or be certified by the National Court Reporters Association as a Registered Professional Reporter [RPR].

Instructors teaching the Employment Internship and Computer-Aided Transcription portions of this course must have a minimum of two years of work experience, postsecondary training, or a combination of both in the subject they teach.

**Lab Assistants:**

Lab assistants must be Certified by the National Court Reporters Association as Reporting Instructors [CRI] at the next available training program after hire and maintain that certification throughout the course of their employment with the school.

Lab Assistants must work under the direct supervision of, or in direct coordination with, an appropriately qualified instructor.

Currently enrolled court reporting students may only be Lab Assistants in a class they have previously completed. Currently enrolled Lab Assistants must work under the direct supervision of an appropriately qualified instructor.

It is agreed that if either the Certified Reporting Instructor [CRI] or Registered Professional Reporter [RPR] program is ever discontinued, the Workforce Board and the School will work diligently to find a mutually agreeable substitution.

*Allen J. [Signature]*  
7-07-04