

- a. for constitutionally valid secular purposes as defined by relevant legal authority, including *McCreary County, Kentucky v. ACLU of Kentucky*, 545 U.S. 844 (2005), and its progeny, or any other valid decisional law; and,
- b. in accordance with the Defendants' educational mission as set forth in the published policies of the Board of Education and the laws of the state of West Virginia.

3. In exchange for Defendants' consent to the entry of this order, Plaintiffs agree that the Court will dismiss this action with prejudice. Plaintiffs also agree, subject to the terms of paragraph 7 below, that they will forgo any claims for attorneys' fees, costs, or expenses accrued in pursuing this action.

4. This agreement is a compromise of disputed claims and the Defendants' entry into this agreement is not to be construed in any way as an admission of liability or fault on the part of Defendants or their officers, agents, or employees.

5. All agreements and understandings among the parties are stated in this Consent Judgment and Order. The parties agree that each provision is an enforceable term of the contract; none are mere recitals.

6. Defendants' violation of the terms of this agreement will be considered a breach of contract and contempt of court, and the United States District Court for the Northern District of West Virginia will retain jurisdiction of this case for purposes of enforcing the parties' agreement.

7. In the event that Defendants breach any term in paragraph 1 or paragraph 2 of this agreement, plaintiff Sklar, plaintiff McKenzie, Americans United for Separation of Church and State, or the American Civil Liberties Union of West Virginia Foundation will be entitled to recover

damages in the amount of reasonable attorneys' fees, costs, and expenses incurred to enforce the agreement. They will also be entitled to additional damages for breach of this agreement in the amount of reasonable attorneys' fees, costs, and expenses accrued in this case (No. 1:06-CV-103), on the same terms and to the same extent that Plaintiffs in the current action would be entitled to a fee award under 42 U.S.C. § 1988, 28 U.S.C. § 2412, or any other relevant provision of federal law, unless Plaintiffs have already received a fee award for this case.

8. Nothing in this agreement will be construed to prevent individual Bridgeport High School employees or staff from possessing, displaying, or using religious items in their personal work areas or spaces at the high school in a manner consistent with relevant court decisions and statutory law.

On the terms stated above, the Court dismisses this action with prejudice but retains jurisdiction over any subsequent enforcement action.

October 18, 2006
Irene M. Keeley
Hon. Irene M. Keeley
United States District Judge

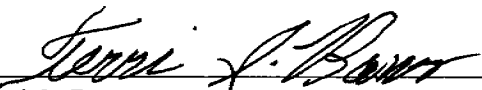
THE PARTIES HEREBY CONSENT TO THE FORM AND ENTRY OF THIS ORDER:

For Plaintiffs:



Date: 10/10/2006

Ayesha N. Khan
Richard B. Katskee
Heather L. Weaver
AMERICANS UNITED FOR SEPARATION OF CHURCH AND STATE



Date: 10/15/2006

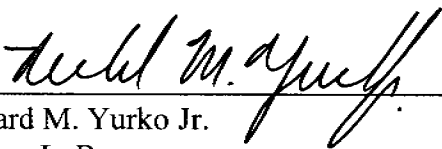
Terri S. Baur
ACLU OF WEST VIRGINIA FOUNDATION

For Defendants:



Date: 10-16-06

Benjamin W. Bull
Gary S. McCaleb
Nathan W. Kellum
ALLIANCE DEFENSE FUND



Date: 10/18/06

Richard M. Yurko Jr.
Rodney L. Bean
Molly J. Aderholt
STEPTOE & JOHNSON PLLC