

IN THE DISTRICT COURT OF CLEVELAND COUNTY
STATE OF OKLAHOMA

DANIEL ALBERT, as parent and next friend)
of C.A., a minor,)

Plaintiff,)

v.)

BOARD OF EDUCATION OF)
INDEPENDENT SCHOOL DISTRICT NO. 29)
OF CLEVELAND COUNTY, OKLAHOMA,)
d/b/a NORMAN PUBLIC SCHOOLS,)

Defendant.)

Case No. CJ-2017-291

STATE OF OKLAHOMA } S.S.
CLEVELAND COUNTY }
FILED

APR 07 2017

In the office of the
Court Clerk MARILYN WILLIAMS

ANSWER

The Defendant, Independent School District No. 29 of Cleveland County, Oklahoma, referred to in the caption as “Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma, d/b/a Norman Public Schools,” for its answer to Plaintiff’s Petition filed on March 8, 2017, states as follows:

1. The Defendant, hereinafter referred to as “NPS,” denies each and every allegation contained in Plaintiff’s Petition except those allegations specifically admitted herein.
2. NPS admits the allegations of paragraph 1 of Plaintiff’s Petition.
3. In response to the allegations of paragraph 2 of Plaintiff’s Petition, NPS states that on January 9, 2016, following a school-sanctioned wrestling event, several members of the Norman North High School junior varsity wrestling team engaged in an act of hazing against C.A. while on a district-owned school bus travelling back to Norman North High School from the wrestling event. NPS denies that the hazing incident was a sexual assault.
4. In response to the allegations of paragraph 3 of Plaintiff’s Petition, NPS states that after the school bus arrived at Norman North High School and the students had exited the bus,

several members of the Norman North High School junior varsity wrestling team engaged in a second act of hazing against C.A. in the parking lot. NPS denies that the second hazing incident was a sexual assault.

5. In response to the allegations of paragraph 4 of Plaintiff's Petition, NPS states that the head coach of the Norman North High School junior varsity wrestling team was driving the bus and a second "lay" coach was also travelling with the team. NPS denies the remaining allegations of paragraph 4.

6. In response to the allegations of paragraph 5 of Plaintiff's Petition, NPS states that the head coach of the Norman North High School junior varsity wrestling team was driving the bus and a second "lay" coach was also travelling with the team. NPS denies the remaining allegations of paragraph 5.

7. NPS denies the allegations of paragraphs 6 and 7 of the Plaintiff's Petition and denies that the Plaintiff or C.A. is entitled to any relief from NPS.

AFFIRMATIVE DEFENSES

Pleading further and alternatively by way of affirmative defenses, NPS alleges and states:

1. The Plaintiff's Petition fails to state a claim upon which relief can be granted.
2. The Plaintiff's Petition fails to allege facts showing that this Court has subject matter jurisdiction over this controversy.
3. The Plaintiff's Petition is barred by the applicable statute of limitations.
4. NPS has not breached any duty owed to the Plaintiff and/or C.A.
5. The injury allegedly suffered by the Plaintiff and/or C.A. was not foreseeable.
6. There is no causal connection between any injury alleged by the Plaintiff and/or C.A. and any action on the part of NPS.

7. All actions taken by NPS with respect to the Plaintiff and/or C.A. were taken in good faith and for legitimate pedagogical reasons.

8. The injury alleged by the Plaintiff was caused by the supervening acts of third persons for which NPS cannot be held liable.

9. The Plaintiff's claims against NPS are subject to reduction or are barred by C.A.'s comparative and/or contributory negligence.

10. NPS at all times exercised reasonable and appropriate care to provide for the safety and security of its students.

11. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any violation of state tort law committed by any NPS employee acting outside the scope of his or her employment.

12. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any violation of state tort law resulting from failure to adopt or enforce a policy.

13. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any violation of state tort law resulting from performance of or failure to perform any act which is in its discretion or its employees' discretion.

14. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any violation of state tort law resulting from failure to provide or the method of providing law enforcement protection.

15. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any claim that is barred by any other law.

16. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any claim based on an act or omission of a person who is not an employee of NPS.

17. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any violation of state tort law based upon an act or omission of an employee of NPS in the placement of children.

18. Pursuant to the Governmental Tort Claims Act, NPS is exempt from liability for any violation of state tort law resulting from any act or omission done in conformance with current recognized standards.

19. The damages that may be awarded against NPS for any violation of state tort law are capped by the Governmental Tort Claims Act, and Plaintiffs may not be awarded damages against NPS in excess of the statutory limit.

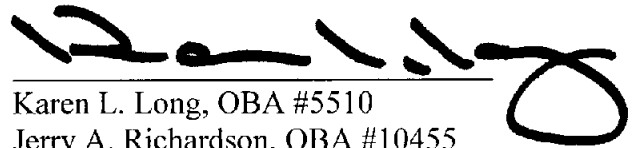
35. Pursuant to the Governmental Tort Claims Act, punitive damages may not be awarded against NPS.

WHEREFORE, having fully answered the allegations of Plaintiff's Petition, NPS demands that judgment be entered in its favor and that it be granted all other relief to which it is entitled, including its attorney's fees and costs.

Respectfully submitted,

ROSENSTEIN, FIST & RINGOLD

By:



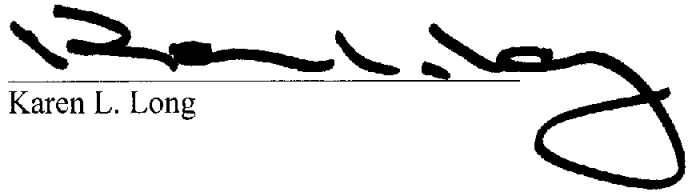
Karen L. Long, OBA #5510
Jerry A. Richardson, OBA #10455
525 South Main, Suite 700
Tulsa, OK 74103
Telephone: (918)585-9211
Facsimile: (918) 583-5617

Attorneys for the Defendant
Norman Public Schools

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 3rd day of April, 2017, a true and correct copy of the above and foregoing document was mailed with proper postage thereon fully prepaid to:

Kelly A. George
James A. Scimeca
Burch & George, P.C.
1500 City Place Building
204 North Robinson
Oklahoma City, Oklahoma 73102



Karen L. Long