

BEFORE THE ETHICS COMMISSION
STATE OF OKLAHOMA

In the matter of:)	
)	
Ryan Walters, Oklahoma)	Case No. 2024-37, combined with
State Superintendent of)	Case Nos. 2023-27 and 2025-02.
Public Instruction)	
Respondent)	

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") between the Oklahoma Ethics Commission ("Commission") and Ryan Walters ("Respondent"). This Agreement is conditioned on and will become effective upon approval by the Commission. This Agreement resolves the above-captioned case for listed Respondent. It is hereby agreed by the parties that:

1. Respondent is the State Superintendent of Public Instruction, which is an elective office of the State of Oklahoma;
2. The Commission has jurisdiction over the Respondent in his role as State Superintendent of Public Instruction and the subject matter of this Agreement;
3. The Commission is authorized to initiate investigations on possible violations of the Oklahoma Ethics Rules and to resolve investigations through civil prosecution or Settlement Agreements, pursuant to Article XXIX, Section 4 of the Oklahoma Constitution and 74 O.S., Ch. 62, Appendix I (the "Ethics Rules");
4. At its meetings on October 11, 2024, and November 11, 2024, the Commission determined there was reasonable cause to believe that a violation of the Ethics Rules may have occurred and authorized an investigation in this matter;
5. Oklahoma State Ethics Rules prohibit the use of a social media account maintained in the name of a state officer as a state officer to advocate the election or defeat of a clearly identified candidate for elective office (*see* Ethics Rule 2.16);
6. Respondent did make certain tweets which appeared on X (formerly, Twitter) on Respondent's account @RyanWaltersSupt as identified in the Notice of Allegations of Ethics Rule Violation dated January 22, 2025.
7. According to the Commission, the tweets involved tended to advocate for the election of President Donald Trump and/or the defeat of Vice President Kamala Harris;

8. This agreement takes into account that there is no evidence, and therefore no finding, that Respondent knowingly intended to violate any ethics rule. Furthermore, and subject to this Agreement, Commission shall make no assertion or finding that Respondent acted intentionally;
9. The Parties to this matter have agreed to amicably resolve and settle the claims and defenses in the matter;
10. The Parties wish to memorialize the terms of their agreement and to do so in this Agreement;
11. The Parties acknowledge that they are entering into this Agreement knowingly, willingly, and voluntarily and after consultation with the counsel of their choosing;
12. The parties agree that they are entering into this Agreement shall not be taken or construed to be an admission of liability by Respondent; and,
13. This Agreement takes into account that Respondent fully understands and acknowledges the Commission's goal of ensuring other state officers and employees avoid any appearance of impropriety including the appearance of any actual violations of the Ethical Rules.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, sufficiency, and timeliness of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The foregoing recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.
2. Respondent will remove and will not again use “Oklahoma State Superintendent of Public Instruction” in the title of his personal X account, and will remove “Supt” from his personal account (currently: @RyanWaltersSupt). Walters will instead use his personal name in the title of the account without reference to his elected position. The byline of the account will be “Teacher, Dad to 4, and State Superintendent of Oklahoma”, which the Commission approves.
3. Respondent will remove the current profile picture associated with his @RyanWaltersSupt account, which picture is also his official State Superintendent picture. Respondent will instead use a non-state issued picture for any personal accounts.

4. As Superintendent of the State Department of Education, Respondent is responsible for all social media content of the State Department of Education and agrees he and any individuals involved in the publication of Social Media content participate in training from the Ethics Commission on ethics rules concerning posts on the Department of Education's official social media pages within 90 days of execution of this Settlement Agreement.
5. In consideration of this Agreement, Respondent agrees to pay a total of Five Thousand Dollars (\$5,000.00) which will be apportioned as follows:
 - a. Respondent shall pay as a civil penalty, by certified check to the State of Oklahoma general revenue fund, the amount of Four Thousand Dollars (\$4,000.00), and provide proof of such payment to the Commission, and
 - b. Respondent shall pay attorney's fees and costs to the Commission in the amount of One Thousand Dollars (\$1,000.00).
6. This Agreement is limited to the facts of this case and shall not have binding precedential effect for any other matter currently pending before the Commission or that may come before the Commission at a future date.
7. This Agreement resolves all issues in the captioned matter. Parties agree to complete all requirements associated with this Settlement Agreement within ten days of the Commission's approval of this Agreement, except for #4 above in reference to Social Media education.

AGREED TO AS OF THE DATE LISTED BELOW:

FOR THE COMMISSION:



Lee Anne Bruce Boone, Executive Director

3/17/2025

Date

FOR THE RESPONDENT:



Ryan M. Walters

3/14/2025

Date