

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement ("Agreement") is made this 21 day of July, 2012, by and between the following parties (the "Parties"): ("Parents"), the Uxbridge Public Schools (the "District"), and the Massachusetts Bureau of Special Education Appeals ("BSEA").

WHEREAS, on or about January 31, 2011, Parents filed a complaint in the U.S. District Court for the District of Massachusetts in an action captioned \_\_\_\_\_, v. Uxbridge Public Schools, USDC #4:11-CV-40026-FDS (the "Action"), seeking a judgment against the District, in connection with the Parties participation in an administrative action before the BSEA under Title 20 of the United States Code, also referred to as the Individuals with Disabilities Education Act ("IDEA"); and

WHEREAS, the District denied and continues to deny liability on all of Parents' claims for relief; and

WHEREAS, on or about February 8, 2011, the District filed a complaint in the U.S. District Court for the District of Massachusetts in an action captioned Uxbridge School Committee v. A.M., By and Through his Parents \_\_\_\_\_ and Massachusetts Bureau of Special Education Appeals, USDC #4:11-CV-40031-FDS, consolidated with USDC #4:11-CV-40026-FDS on or about May 16, 2011 (the "Appeal"), seeking reconsideration and reversal of a decision of the BSEA; and

WHEREAS, the Parents and the BSEA denied and continue to deny any error in the BSEA's decision; and

WHEREAS, the parties hereto desire to enter into this Agreement in order to avoid further and unnecessary expense, inconvenience, and the disruption of burdensome and

by all parties, pay to Parents the sum of Fifteen Thousand Dollars (\$15,000.00), to be allocated as follows: \$15,000.00 as attorney's fees made payable to

The parties agree that the District shall not be responsible for any tax obligations or liabilities, if any, in connection with this payment.

4. Immediately upon execution of this Agreement by all parties, Parents agree to take all steps necessary to dismiss, with prejudice, the Action against the District (USDC #4:11-CV-40026-FDS).
5. Immediately upon execution of this Agreement by all parties, the District agrees to take all steps necessary to dismiss, with prejudice, the Appeal of the BSEA's decision (USDC #4:11-CV-40031-FDS, consolidated with #4:11-CV-40026-FDS).
6. For good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Parents do hereby remise, release and forever discharge the District, and its officials, officers, agents, employees, insurers, attorneys, servants, affiliates, and their successors, and assigns, of and from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, damages, claims, and demands whatsoever, known or unknown, at law or in equity, relating to all claims that were asserted or could have been asserted, which arose on or before the date of signing this Agreement, related to the above-referenced actions. This release specifically includes all claims for attorney's fees and costs with respect to the consolidated Federal Court litigation referenced above, as well as the underlying BSEA matter.
7. The Parties agree not to comment publicly on this Agreement or the dispute

which gave rise to it, except as may be required by law.

8. The parties to this Agreement acknowledge that they have been represented by counsel in the negotiation of this Agreement and have signed it voluntarily with full understanding of its terms. Without limiting the foregoing generality, the Parents acknowledge that they are waiving specific rights which might accrue to them and/or their son under M.G.L. c. 30A, 71B, the Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq., 42 U.S.C. §1983, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the regulations issued pursuant thereto, to date. Further, the parties have read the entire Agreement carefully and have discussed it with their attorneys, understand it and accept its terms.

9. The Parties shall each bear their own costs and attorney fees incurred in connection with this Agreement, and each waives the right to make a claim against the other for such costs, attorney fees or any other expenses associated with the matters being settled here.

10. This Agreement is the entire agreement between the parties and is intended to take effect as a sealed instrument upon execution by both parties. This Agreement shall be executed in triplicate by the parties. Each executed Agreement shall be considered an original.

11. Parents hereby warrant and represent that they have not sold, assigned, granted, or transferred to any other person or entity any such claim, demand, or cause of action, or

any part thereof, that they may have or may have had against the District.

12. certify that they are the plaintiffs in the above-mentioned Action, with full power and authority to sign this Agreement on their own behalf. Kevin Carney certifies that he is the Superintendent of the Uxbridge Public Schools with full power and authority to sign this Agreement on behalf of the Uxbridge School Committee. certifies that she is the Assistant Attorney General representing the Bureau of Special Education Appeals in these matters and that she has full power and authority to sign this agreement on behalf of that agency.

IN WITNESS WHEREOF, the parties have executed this Release and Settlement Agreement in three (3) duplicate originals as indicated below.

PARENTS:

Date: 7/21/2012

UXBRIDGE PUBLIC SCHOOLS:

Kevin M. Carney  
Kevin Carney, Superintendent of Schools  
Uxbridge Public Schools

Date: 8/7/12

BUREAU OF SPECIAL EDUCATION  
APPEALS, and MASSACHUSETTS  
DEPARTMENT OF ELEMENTARY AND  
SECONDARY EDUCATION:

Date: 7-21-2012

Iraida J. Alvarez  
Iraida J. Alvarez, Assistant Attorney General  
Office of the Massachusetts Attorney General

Date: 8-2-2012