

## COMPROMISE AND RELEASE AGREEMENT

This Agreement ("Agreement") is entered into by ("Parents"), on their own behalf and on behalf of their minor child, ("Student"), and the Palo Alto Unified School District ("PAUSD" or "District"), hereinafter collectively referred to as "Parties", who, in consideration of the promises below, agree as follows:

I. NATURE AND STATUS OF DISPUTE

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D. The purpose of this Agreement is to avoid the time and expense of litigating the dispute and to resolve any and all actual or potential claims, demands, complaints, causes of actions, and disputes, whether known or unknown, past, present and future, arising between Parents and District related to

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II. CONSIDERATION AND MUTUAL COMPROMISE TO RESOLVE DISPUTE

A. The District agrees to reimburse Parents toward their direct out-of-pocket educational costs in connection with \_\_\_\_\_ for a maximum total over the Settlement Period not to exceed ONE HUNDRED THIRTY TWO THOUSAND DOLLARS (\$132,000), disbursed as specified below,

i. For Parents' incurred \_\_\_\_\_ expenses, Parents shall be reimbursed within thirty (30) days from the effective date of this Agreement in the amount of FORTY-TWO THOUSAND NINE HUNDRED FIFTY DOLLARS (\$42,950), subject to submission of proof of payment and supporting documentation in accordance with the terms outlined in paragraph II B., below.

ii. For Parents' incurred \_\_\_\_\_ expenses, Parents shall be reimbursed in the amount of THIRTY-THREE THOUSAND DOLLARS (\$33,000), subject to submission of proof of payment and supporting documentation in accordance with the terms outlined in

paragraph II B., below. Reimbursement shall not be made until after

iii. For Parents' incurred \_\_\_\_\_ expenses, Parents shall be reimbursed in the amount of THIRTY-THREE THOUSAND DOLLARS (\$33,000), subject to submission of proof of payment and supporting documentation in accordance with the terms outlined in paragraph II B., below. Reimbursement shall not be made until after

iv. For Parents' incurred \_\_\_\_\_ expenses, Parents shall be reimbursed in the amount of TWENTY-THREE THOUSAND FIFTY DOLLARS (\$23,050), subject to submission of proof of payment and supporting documentation in accordance with the terms outlined in paragraph II B., below. Reimbursement shall not be made until after

B. To be entitled to reimbursement for out-of-pocket costs pursuant to paragraph II.A., above, Parents must submit appropriate documentation to the District, which includes each of the following: (1) itemized invoices for qualifying expenses specified;

\_\_\_\_\_ for which reimbursement is sought. All submissions by Parents for any reimbursable expenses pursuant to this Agreement must be received after the effective date of this Agreement. The District will reimburse Parents within thirty (30) days of the date of receipt

\_\_\_\_\_ of appropriate documentation in compliance with this paragraph. Other than the initial \_\_\_\_\_ school year expenses to be submitted for reimbursement, any and all educational expenses incurred up to the total amount for each subsequent school year specified in paragraph II.A., above, shall be deemed waived and forfeited if not submitted to the District for reimbursement by August 15th preceding each school year to be funded.

C. The funding set forth in paragraph II.A., above, shall constitute the sole obligation to Student and Parents under this Agreement for the Settlement Period regarding the subject matter, except as provided in paragraph II.F. herein. Parents agree to be responsible for any remaining or outstanding expenses, costs, debts, and fees exceeding the scope of the funding provided under this Agreement, and Parents further agree not to seek any additional funding, reimbursement, or monies in connection with \_\_\_\_\_ up to and through the Settlement Period, except as provided in paragraph II.F. herein.

D. During the Settlement Period of this Agreement (unless this Agreement is terminated earlier, in which case, until termination of this Agreement), Student will be considered

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- J. The terms of this Agreement are valid and operative so long as Parents and Student continue to reside within the jurisdictional boundaries of the District.

District's obligation to reimburse Parents under this Agreement terminates as of the date of Student's change in residency outside of the District's boundaries.

In such event, reimbursements that were provided to Parents under paragraph II.A., above, which cover calendar days beyond the date of Student's change of residency, will be owed and paid back to the District on a pro-rata basis within twenty (20) business days of Student's change of residency.

### iii. GENERAL RELEASE AND DISCHARGE

Parents, on behalf of themselves and Student, hereby fully release and discharge the District and its releasees, including, but not limited to, its past, present and future officials, employees, successors, predecessors, heirs, assigns, agents, attorneys, consultants, affiliates, and representatives of and from any and all past, present and future obligations, actions, judgments, damages, liabilities, demands, complaints, and causes of action that either have been or may have been raised against the District, in any forum or proceeding, arising from or related to claims, whether known or unknown, past, present or future, under the California Education Code (but only to the extent related to

Act and Section 504 of the  
Title IX of the Federal Civil Rights Act of 1964, 42 U.S.C.  
Section 1983, the Unruh Act, and any other law, arising or occurring before the end of the Settlement Period specifically regarding the subject matter of being resolved by this Agreement, except for claims related to the enforcement or implementation of this Agreement and any other expressly reserved claims. Parents, on behalf of themselves and Student, expressly extend this general waiver to include all claims, demands, complaints and/or rights that are within the jurisdiction of

the United States Department of Education (including Office of Civil Rights), the California Department of Education, the District's governing board, or any state or federal court of law or administrative body, except claims related to the enforcement or implementation of this Agreement and any other expressly reserved claims. Exempted

from such general release and waiver are any claims, rights or remedies Student or Parents have pertaining to as may be triggered by the terms of paragraphs II.F. and II.G., above.

IV. UNKNOWN CLAIMS

- A. Parents, on behalf of themselves and Student, waive the application of California Civil Code section 1542 as to the specific subject matter described herein.
- B. Parents, on behalf of themselves and Student, certify that they have read and understand, and have discussed with their attorney of choice any and all questions they may have regarding, the following provision of California Civil Code section 1542:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

V. ADVICE OF ATTORNEY

The Parties warrant and represent that, in executing this Agreement, they have had the opportunity to seek advice from an attorney of their choice, and that they fully understand the terms of this Agreement, including its conditions, risks and consequences and that they knowingly enter into this Agreement which is a total and final settlement and compromise of the specific claims waived and released through the Settlement Period.

VI. CONDITIONS OF EXECUTION

Each party to this Agreement acknowledges and warrants that the party's execution of this Agreement is free and voluntary. The Parties represent that they have the authority to execute this Agreement with binding effect. The Parties acknowledge that they have carefully read this Agreement and that they have executed this Agreement freely, with informed consent, and of their own accord.

VII. EXECUTION OF OTHER DOCUMENTS

Each party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

VIII. NONADMISSION OF LIABILITY

This Agreement is not, and shall not be construed as, an admission of liability, fault or wrongdoing of any kind by Parents or the District. No party shall be deemed or considered the “prevailing party” for any purpose.

IX. ENTIRE AGREEMENT

This Agreement is the entire agreement and understanding of the Parties regarding the subject matter described herein. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement regarding the subject matter described herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement regarding the subject matter described herein.

X. COSTS AND ATTORNEY'S FEES

The Parties agree to bear their own costs and attorneys' fees, except as otherwise provided herein.

XI. RELOCATION

Pursuant to paragraph II.J., above, the Parties agree that the District shall have no obligation to continue to provide the funding, reimbursement, and/or service(s) described herein should Parents and/or Student move outside the jurisdictional boundaries of the District and/or if Student otherwise fails to meet the residency requirement during the Settlement Period of this Agreement. The District's obligations shall end on the date that Student changes her residency. Parents and Student agree the District may take reasonable actions to verify their residency during the Settlement Period of this Agreement.

XII. GOVERNING LAW

This Agreement is entered into, and shall be construed and interpreted in accordance with, the laws of the State of California and the United States.

XIII. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

XIV. IMPLEMENTATION

By their signatures, the Parties acknowledge that they will carry out the terms of this Agreement, which shall be maintained as a confidential document by all Parties except as required by law. However, the Parties mutually consent to disclosure and admissibility of this Agreement as necessary in order to implement and enforce the terms herein.



XV. INTERPRETATION

This Agreement shall be construed and interpreted in a neutral manner except as otherwise provided by law. No one party shall be deemed to have solely drafted this Agreement.

XVI. SIGNATURES IN COUNTERPARTS

This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

XVII. MODIFICATION OF AGREEMENT

Any change, modification, or addition to this Agreement must be in writing and signed by all Parties.

XVIII. CONFIDENTIALITY

The Parties acknowledge and understand this Agreement and all the terms set forth herein are the result of confidential informal settlement negotiations regarding the Parties' dispute which are protected from disclosure under the law. The Parties agree that the contents of this Agreement will remain confidential by all Parties, except as provided by law, and that any breach of this provision shall be deemed a material breach actionable in a court of law.

XIX. BREACH OF AGREEMENT


A breach of any material term of this Agreement shall constitute a breach of the Agreement. The Parties agree that no breach of contract action shall be initiated prior to the alleged breaching party being afforded an opportunity to cure the breach within ten (10) business days after receiving written notice of any alleged breach by the non-breaching party.

XX. EFFECTIVE DATE AND GOVERNING BOARD RATIFICATION

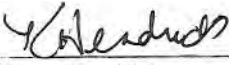
This Agreement shall be effective upon execution by the Parties and ratification by the District's Governing Board, the latter date being considered the Effective Date. In the event the Governing Board rejects approval of this Agreement, this Agreement will not be effective.


AGREED AND ACCEPTED:

Date:

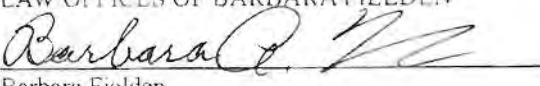
 \_\_\_\_\_  
Parent, on behalf of

Date: \_\_\_\_\_  
Parent, on behalf of

Date: \_\_\_\_\_  
  
Karen Hendricks  
Interim Superintendent  
Palo Alto Unified School District

Date: \_\_\_\_\_  
  
Dr. Stephanie Sheridan  
Palo Alto Unified School District

APPROVED AS TO FORM:

LAW OFFICES OF BARBARA FIELDEN  
Date: \_\_\_\_\_  
  
Barbara Fielden  
Attorneys for Student and Parents

ATKINSON ANDELSON LOYA RUUD & ROMO  
Date: \_\_\_\_\_  
  
Elizabeth Rho-Ng  
Attorneys for District