

AGREEMENT

This agreement is entered into by and between Kathryn Frey and Quentin Goble (“Parents”), individually and on behalf of their minor daughter, Ana, date of birth, December 17, 2001, and the Concord School District (“District”), collectively, “the Parties” or “Parties.” In consideration of the mutual promises and assurances set forth herein, the parties agree as follows:

1. **Settlement**

The Parties both desire to settle any and all claims which the Parents and their minor daughter may have against the District, and to resolve all claims that the District inappropriately responded to Ana’s complaint of educator misconduct under Title IX and New Hampshire law.

The fact that the Parties are entering into this Agreement shall not be deemed an admission of fact by either Party.

2. **Consideration for this Settlement**

a. Training

First and foremost, the Parents and Ana have requested that the District engage in district-wide training for its educators and administrators on best practices in protecting students from educator misconduct and addressing complaints by students and educators regarding potential Title IX discrimination.

The District, the Board, and its Superintendent affirm this request and agree that over the ensuing 2019-2020 school year it will focus its professional development efforts and professional

development resources on these concerns. To date, the District has engaged in an administrative review of its Title IX policy and has scheduled Title IX training for the fall of 2019 for its educators. The training will include, but not be limited to the following:

- How to identify Title IX complaints;
- How to identify reporting obligations;
- The relationship between Title IX and the new law on discrimination;
- How to protect reporting parties;
- Proper interim measures;
- Preventing Title IX retaliation;
- Investigation of complaints; and
- Resolution of complaints and addressing educator misconduct.

b. Amendment to Ana's Record under FERPA

The Parents and Ana have made a request under the Family Education Rights and Protection Act [FERPA] for amendment to her permanent cumulative record. The District has agreed to the amendment and the District shall segregate documentation of Ana's special education referral, evaluations, and IDEA Team meetings, as well as all records related thereto, ("the documents" or "documents") so that such documentation is not part of Ana's cumulative educational records. In addition, the District shall also remove and expunge the December of 2014 suspension from her disciplinary record. These documents (including the December 2014 suspension record) shall not be produced as part of a college student records request. In addition, these documents shall be kept in sealed envelopes at the offices of the Superintendent or special

education director, with a notation on the outside of the envelope stating the documents shall be disclosed only if subpoenaed, the subject of a request for production, or if necessary for the District to defend itself in a legal proceeding. The notation shall also state that, if the documents are subpoenaed the District shall promptly notify the parents or adult student before disclosure in order to give them an opportunity to quash the subpoena or protest disclosure. The Parents waive and release any claim that the District breached a duty to identify Ana under the IDEA, Section 504, or state law, or that it failed to offer her a Free Appropriate Education at Public Expense ["FAPE"].

c. Payment

The District, through Primex, shall pay the following sums on behalf of the District in full and complete monetary consideration for the settlement of all potential claims and attorneys' fees:

\$5,000.00 As a monetary settlement of all claims by Parents, individually, which includes reimbursement for any counseling costs for Ana and which includes \$2,500.00 in attorneys' fees which shall be payable to McLane Middleton, Professional Association, as attorneys for the Parents and minor child;

\$10,000.00 As a monetary settlement of all claims by Parents as Parent and next friend of their minor daughter, Ana.

3. **General Release of All Claims**

For GOOD AND VALUABLE CONSIDERATION, on behalf of themselves and Ana, the Parents hereby release and forever discharge the Concord School District ("District"), SAU

#8, their successors, assigns, present and former officers, school board members, administrators, employees, staff, subcontractors, and such other individuals related to or employed by the District (all collectively the "District") who were, are, or may ever become liable to the Parents or Ana, from any and all claims, demands, causes of action, obligations, liens, damages, losses, costs, reimbursement requests, attorneys' fees, and expenses of every kind and nature whatsoever, known or unknown, fixed or contingent, including any and all rights to subrogation therefore, which the Parents or Ana may have had, now have, or may hereafter have against the District by reason of any matter, cause, or thing arising at any time up to the date of this agreement, including without limitation (i) all claims against the District under Title IX, state law, or other federal laws; (ii) any and all claims for incidental, consequential, ensuing, and/or resulting damage arising from claims under state or federal law, including all claims under Section 504 Rehabilitation Act, as well as claims for enhanced compensatory education under the Individuals with Disabilities Education Act or Section 504, all other potential claims under the IDEA, as well as any related civil rights claims and claims of alleged retaliation. This Release shall survive the expiration of this agreement.

Furthermore, the Parents agree that, in the event that Ana, after reaching the age of majority, initiates any legal proceedings seeking to invalidate or set aside any portion of this settlement agreement, for any reason, the Parents shall hold the District harmless and shall indemnify the District for any liability, judgment, legal fees or other costs or expenses arising from such legal proceedings.

4. **Apology**

The District desires to pursue restoration of its relationship with the Parents and Ana. To that end, representatives of the District respectfully request a private face-to-face meeting with the family to request forgiveness from Ana and her Parents .

5. **Counterparts**

This agreement may be executed in counterparts.

6. **Limitations on Confidentiality**

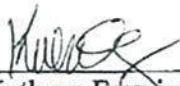
The District hereby affirms its obligations under the Family Education Rights and Privacy Act to maintain the confidentiality of student record information in a manner consistent with FERPA and state law. However, all Parties acknowledge that New Hampshire Right-to-Know law or other judicial process may require the disclosure of a redacted version, or even a complete copy of this settlement agreement.

7. **Merger**

It is understood and affirmed that this settlement agreement constitutes the entire substance of the agreement reached by the parties. The Parties acknowledge that they have had the opportunity to consult with legal counsel,

IN WITNESS WHEREOF, the parties have executed this agreement on this ___ day of June 2019.

Dated: 6-4-19



Kathryn Frey individually and on behalf of
her daughter, Ana

Dated: 6-4-19

Quentin Goble
Quentin Goble, individually and on behalf
of his daughter, Ana

Concord School District

Dated: 06-04-19

By: 

Its Duly Authorized Representative