

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("the Agreement") is made and entered into by and among the following Parties: Plaintiffs Bruce Lagman and Elizabeth Lagman, ("Plaintiffs"), parents of Alexander Lagman, a minor ("the Student"); and Defendant Tempe Union High School District No. 213 ("the District").

RECITALS

- A. The Student is a minor child with a disability who resides within the District and attends a school within the District.
- B. On or about September 28, 2005, Plaintiffs filed a Complaint against the District in United States District Court, Cause No. 05-CV3000 PHX JAT ("Lawsuit"), which is presently pending before the United States District Court, District of Arizona.
- C. The parties now wish to enter into this Agreement and resolve this matter to avoid the time and cost associated with litigation.

AGREEMENT

The recitals are incorporated by reference as material terms and conditions of the Agreement.

In order to fully and completely resolve all issues and disputes relating to the above mentioned lawsuit, the Parties agree as follows:

- 1. Possession and Use of Testing Device.** The District shall permit the Student to carry his glucose meter on school grounds and at school functions throughout the time he is a student within the District. The parents will request that the Student's treating physician complete a Diabetes Medical Management form, which will be returned to the District as soon as possible, and no later than December 2, 2005.
- 2. Section 504 Meeting and Plan.** The District shall convene a Section 504 team meeting at a mutually agreeable date and time following the execution of this Settlement Agreement. The Section 504 Plan will incorporate the assurance set forth in paragraph 1 above and include confirmation of the parents' written consent to the Student's carrying and use of the glucose testing device.
- 3. Information Dissemination.**

The District agrees to provide students, staff and parents with access to the following information: "Students with diabetes will be permitted to have immediate access to blood glucose testing equipment and to carry the equipment with them at all times if those accommodations are medically necessary based upon appropriate documentation. In such situations, students shall not

be subject to discipline for carrying their testing equipment on school grounds or at school functions."

No later than October 24, 2005, the District will publish the above information by placing a prominent written statement in the following locations throughout the school district: (a) School Nurse offices; (b) School Nurse's Handbook; (c) School Counseling Offices; (d) School Principal Offices and (e) The District's website. The information will also be included in the 2006-2007 School Student Handbook. A copy of the Handbook will be provided to counsel for the Plaintiffs within 10 business days of publication.

The District will personally and specifically notify all School Principals, Assistant Principals, School Nurses and campus based Section 504 coordinators of the above and will provide counsel for the Plaintiffs with a copy of the information distributed, as well as a list of the individuals who were so notified, no later than October 31, 2005.

4. Plaintiffs' Release. Plaintiffs acknowledge and agree that the consideration set forth herein is reasonable and adequate to resolve their claims against the District. In exchange, Plaintiffs hereby release and forever discharge the District and its employees, agents, representatives, successors, assigns, insurers, and attorneys from any and all liability, rights, actions, claims, obligations, demands, fees, and costs, known or unknown, at the time of filing 05-CV3000 PHX JAT and covered by that Complaint.

5. Attorney's Fees and Costs. The District agrees to pay Plaintiffs' attorney's fees and costs associated with this matter (including all attorney's fees and costs expended through the date this Agreement is fully executed by the parties) in the amount of \$5000.00, payable within twenty (20) calendar days from the date this Agreement is fully executed by the parties. Plaintiffs' request that payment be mailed to Plaintiffs' attorney of record, and the check shall be made payable to "Arizona Center for Disability Law."

6. No Admission of Wrongdoing. Nothing in this Agreement or any actions taken pursuant hereto are intended to be considered or are an admission of wrongdoing on the part of either party to this Agreement.

7. Authority. Each party represents that they have full and sole authority to settle all claims associated with this Agreement.

8. Execution of Documents. Each party agrees in good faith to execute such additional documents as may be necessary and appropriate to fully carry out the intent and purpose of this Agreement. After payment of the fees and costs described in paragraph 6 above, Plaintiffs shall file an appropriate notice of dismissal with prejudice with the Court, in accordance with Rule 41(a).

9. Plaintiffs' Representations. Plaintiffs have read this Agreement carefully or have had the Agreement read to them, know and understand its contents, and have made such investigation as they deem necessary or desirable. Plaintiffs enter into this Agreement of their own free will and have not been pressured or coerced in any way into signing this Agreement. Plaintiffs acknowledge they

have had the opportunity to consult with and be represented by independent legal counsel and have received ample time within which to consider this Agreement and its terms.

10. Mutual Drafting. Neither this Agreement nor any of its provisions shall be deemed prepared or drafted by one party or its attorneys and shall not be construed more strongly against any single party.

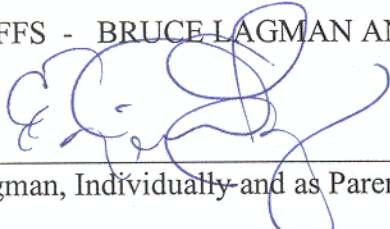
11. Integration. This Agreement represents the entire agreement and understanding between the parties and supersedes all prior agreements or understandings relating to the dispute and subject matter of this Agreement.

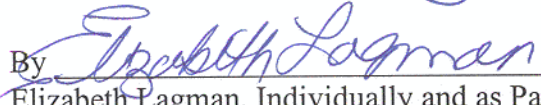
12. Severability. If any part of this Agreement is held to be invalid, void, or unenforceable for whatever reason, that provision will be severed with all remaining provisions to continue in full force and effect.

13. Arizona Law. This Agreement shall be construed and interpreted in accordance with Arizona law.

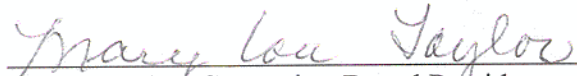
14. Execution. This Agreement is void if not fully executed by October 12, 2005 and signature copies exchanged between counsel by close of business on that date.

PLAINTIFFS - BRUCE LAGMAN AND ELIZABETH LAGMAN

By  _____ Date: October 11, 2005.
Bruce Lagman, Individually and as Parent of Alexander Lagman

By  _____ Date: October 11, 2005.
Elizabeth Lagman, Individually and as Parent of Alexander Lagman

TEMPE UNION HIGH SCHOOL DISTRICT NO.213

By  _____ Date: October 12, 2005.
Mary Lou Taylor, Governing Board President