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From: **Purcell, Laura** [REDACTED]
Date: Wed, Sep 25, 2024 at 9:30 AM
Subject: RE: Pittsford Matter
To: Nathan McMurray [REDACTED]

Attorney-Client Privileged Communication

For Settlement Purposes Only

Hello Nate:

Per your request, the following was the District's response to the parent demand to resolve the DASA concerns regarding a lunch monitor and the District's follow-up that occurred during the 2023-2024 school year.

- **Parent Demand - Tuition Compensation:** Payment of 2 years of private tuition to cover the rest of middle school, amounting to \$62,000.

The District rejects this demand. The District will agree to pay the Student's tuition for one year of middle school.

- **Parent Demand - Damages:** Payment of \$10,000 to cover legal fees and other expenses.

The District rejects this demand.

- **Parent Demand - Revision of the DASA Report:** We also request that the school revise the DASA report submitted to the state regarding the incident to reflect what actually occurred. The family strongly feels that an

accurate report may also help prevent further incidents at the school. The required revisions are set forth below.

When we spoke during the summer, I orally reviewed the modifications that the District was willing to make. As the family rejected the District's response, I didn't further process the document. As I had indicated, we are willing to correct actual mistakes in the document or add information that the parents would like included. The requests that the parents made that are either not accurate or appropriate for the document will not be modified.

Finally, given the substantial amount that the District has authorized for tuition at a private school, in order to settle this matter, especially as the District does not believe that the family will prevail if the matter is litigated, the District would need a full release of claims as well as a confidentiality provision. As you have acknowledged, these are typical provisions for such agreements.

Release of Claims. In consideration of the Settlement Payment recited in Section __ of this Agreement, the Parents hereby release and forever discharge the District, its current and former affiliates, successors, assigns, board members, trustees, administrators, employees, representatives, insurers, attorneys, agents, service providers and fiduciaries, from any and all demands, claims, counterclaims, causes of action, obligations, expenses, fees, lawsuits and liabilities, including, without limitations, claims for recovery of any damages, whether general, special, direct, consequential, punitive or statutory, all penalties, attorneys' fees, costs and equitable relief, arising from the beginning of time through the day of execution of this Agreement, whether known or unknown, matured or not matured, including but not limited to, any and all known and unknown claims arising out of, or in any way related to the Parents' Disputes and Claims; provided, however, nothing herein shall release, discharge or waive in any respect any obligations that the Parties have under this Agreement.

No Admission of Liability. The Parties understand and agree that this Agreement is a compromise of actual and possible Disputes and Claims, known or unknown, and is not to be construed as an admission of liability on the part of any Party. The District hereby expressly denies liability or responsibility for any and all such Claims.

Confidentiality of Agreement. The Parties expressly understand and agree that the circumstances and allegations of the Dispute and Claim, the resolution of the Dispute, and the negotiations leading to the Parties' decision to enter into this Agreement shall remain confidential and shall not be disclosed to any third party whatsoever, except to a Party's spouse, counsel, accountants, financial advisors, tax professionals, insurers, any federal, state, or local governmental taxing or regulatory authority, and those within the District responsible for the approval and/or administration of this Agreement, and except as required by law or order of court. Furthermore, each such person informed about any matter involving the Agreement shall be informed of, and shall be bound by, this confidentiality clause and any breach of this clause by such person shall be deemed a breach by the disclosing Party.

If asked by a non-party to the Agreement about any matters relating to the Agreement or the Dispute, the Parties agree to state in sum that, as a result of the Dispute and Claims, they entered into a settlement agreement and they are satisfied with the resolution but will not otherwise provide any information.

Liquidated Damages. Upon the Parents' material breach of any term of this Agreement, the District will be entitled to recover the amount set forth in Section __ from Parents as liquidated damages. (N.B. – this refers to the full amount of the payment).

Please advise if there has been any change in your client's position.

Thank you.

Laura M. Purcell

Member

School & Employment Law

[REDACTED]

[REDACTED]

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