



July 27, 2020

Shea Lazansky
109 W. Veterans Parkway
Yorkville, IL 60560

VIA EMAIL – slazansky@shawmedia.com

Re: FOIA Request Dated July 20, 2020 and received July 20, 2020

Subject: A request for any and all documents and communication related to the settlement agreement and release (Action item 9.7) voted on by the Board of Education at its July 13 meeting.

This letter will serve as Oswego Community Unit School District 308's response to your July 20, 2020 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #20-34*.

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Mary Anne Buckley
Freedom of Information Officer

SETTLEMENT AGREEMENT AND RELEASE

This settlement agreement and release ("Agreement") is entered into by and between xx, and the Board of Education of Oswego Community Unit School District #308 ("District") (collectively referred to as the "Parties").

WITNESSETH

WHEREAS, xx are the parents of xx a student residing within the jurisdictional boundaries of the District; and

WHEREAS, xx student who has recently been determined eligible for special education and related services; and

WHEREAS, the Parents opted for xx to attend xx, for a period of time prior to the development of an IEP for xx by the District; and

WHEREAS, the Parents seek reimbursement from the District for certain costs related to xx; and xx

WHEREAS, the Parties desire to resolve their differences; and

NOW, THEREFORE, in consideration of the promises and mutual undertakings and agreements of the Parties hereto, it is agreed to as follows:

1. Recitals. The recitals set forth above are hereby adopted as if fully set forth herein.

2. Reimbursement. The Parties agree that the District will reimburse the Parents in an

amount up to THREE THOUSAND FIVE HUNDRED FIFTY DOLLARS AND NO CENTS

(\$3,550.00) for tuition paid by the Parents xx during the 2019-2020 school year. The

reimbursement will be mailed to the Parents within 30 days of submission by the

Parents to the District's Executive Director of Special Education of

proof of paid invoices to xx in the amount to be reimbursed, or within 30 days of the last date signed below, whichever is later.

3. **Waiver of Educational Claims.** In consideration of this Agreement, the Parents hereby release and discharge the District, including its Board of Education, its members, officers, agents, independent contractors and employees, from any and all claims, causes and liabilities which they have, known or unknown, or which they may assert with respect to xx education which may arise under any express or implied contract, tort or other obligations arising out of public policy, federal, state or local laws, including the Individuals With Disabilities Education Act, Section 504 of the Rehabilitation Act, and the Illinois Human Rights Act, which they may have or have had through the date of this Settlement Agreement and Release, including any and all other costs and attorney's fees incurred in this matter, except to enforce the terms of this Settlement Agreement.
4. **No Admission.** The Parties acknowledge that the settlement of the above-described matter does not constitute an admission of wrongdoing or liability by the Board or any of its employees, agents or representatives. The Board and its employees, agents and representatives specifically disclaim any liability to or wrongful conduct against the Parents or xx. Neither this Settlement Agreement, nor any of the terms hereof, shall be offered or received in evidence in any civil or administrative action or proceeding as an indication that the District violated the IDEA, *The School Code* or any other federal or state law.
5. **Complete Understanding.** This Agreement sets forth all promises, agreements, conditions and understandings between the Parties relative to the subject matter

hereof, and there are no promises, agreements or undertakings, either oral or written, expressed or implied, between them other than is set forth herein.

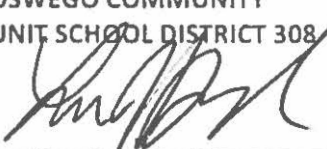
6. Confidential Agreement. From the date of this Agreement forward, the Parties agree that the terms and conditions of this Agreement shall be maintained confidentially and not relayed to any third party except as required by law, as may be necessary to implement or enforce the terms of this Agreement or as required for tax and accounting purposes.
7. Legal Review. Each party has had legal counsel available to them and each of them has relied upon the advice and representation of counsel respecting the legal rights and liabilities of the parties, if any.
8. Modifications. This Agreement may be modified only in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last designated below.

BOARD OF EDUCATION OF
OSWEGO COMMUNITY
UNIT SCHOOL DISTRICT 308

xx

By:


President

7/13/2020
Date


Secretary

7/13/2020
Date