

Karen A. Patenaude

[REDACTED]
Monson, MA 01057

August 12, 2009

Town Clerk, Town of Monson:

I am proud of my service as a member and chair of the school committee of the Town of Monson.

I volunteered more than five years of my time in creating many progressive policies and practices that continue to benefit the children, parents, staff and community of Monson. One such is the Epi-Pen/Life Threatening Allergies policy, established to ensure that children diagnosed with known life-threatening allergies - and those yet to be diagnosed - would have the best chance of survival if ever faced with an anaphylactic attack. This 15-page policy went on to be shared with many school districts across the state because of its comprehensive detail. The school committee has been recently reminded of just how important a policy such as this is.

Another, with less urgency, but no less accommodating, is the implementation of additional bus pass options (daily tickets, emergency ticket booklets, 60-day passes, in-between (sports) season passes, morning-only passes, etc.) as opposed to the proposed 180-day pass only, to help minimize the financial burden to parents in providing rides to school for their children.

Another policy I created was entitled "Safe Schools", a 17-page, vastly comprehensive policy covering a wide range of topics ensuring our children's and staff's safety while attending the Monson Public Schools. Since 2004, there are many others of equal importance that I am proud to have had a hand in creating and implementing.

As the next school year approaches, I am hopeful that the schools will move forward under the leadership of the new superintendent, Patrice Dardenne. I wish him well.

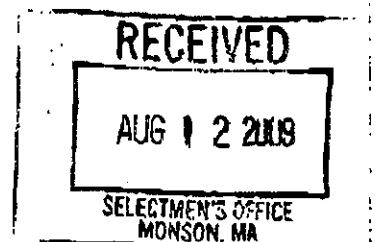
Reflecting on this and all that has transpired over the past few months, I believe it is in the best interest of the Town of Monson and its school district that I tender my resignation to the Monson School Committee. I am satisfied with the conclusion of the matter.

I re-read my election flyer from 2004 and the promise I made to this town — to be a proactive, creative, committed, advocate for our children and to be cognizant of the fact that the school committee doesn't act by itself without ultimately impacting other town departments and residents. I leave, knowing I have served my town well.

With sincerity,

Karen Patenaude

Karen A. Patenaude



JOINT PRESS RELEASE

August 12, 2009

The parties have settled the dispute between them, which centered on different interpretations of contract language and all pending matters between them have been amicably resolved. The parties regret that this matter became public but are pleased that they have resolved their differences in a mutually satisfactory manner.

WHEREAS, in order to resolve the dispute, the District has filed a request for a hearing before the Bureau of Special Education Appeals and a complaint in the Palmer District Court; and

WHEREAS, the parties desire to resolve the dispute between them.

NOW THEREFORE, in full consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Settlement Agreement between the parties of December 19, 2007 shall remain in full force and effect except as modified by the Addendum to the Settlement Agreement referenced in the next paragraph.
2. Simultaneously with the execution of the instant Settlement Agreement, the parties shall execute the Addendum to the Settlement Agreement of December 19, 2007, in the form and with the wording previously proposed by the District, as revised to reflect the fact that the requirements for the 2008-2009 school year have been previously met.
3. The District shall tender payment to the Parents for the Student's placement for the 2009-2010 and 2010-2011 school years according to the terms of the December 19, 2007 Settlement Agreement as modified by the above-referenced Addendum to said Settlement Agreement of December 19, 2007. Within three (3) business days of the execution of the instant Settlement Agreement by both parties, the Parents will deliver a check payable to the Town of Monson in the amount of seventeen thousand three hundred and sixty six dollars (\$17,366), representing the agreed-upon balance of the transportation allowance which was unused during the 2008-2009 school year.

4. Within three (3) business days of the execution of the instant Settlement Agreement by both parties, the Student's mother will voluntarily resign from the Monson School Committee, as she had intended to do prior to the dispute between the parties.
5. Upon the signing by both parties of the instant Settlement Agreement and the above-referenced Addendum, the parties shall issue a joint press release which states the following: "The parties have settled the dispute between them, which centered on different interpretations of contract language and all pending matters between them have been amicably resolved. The parties regret that this matter became public but are pleased that they have resolved their differences in a mutually satisfactory manner." A copy of the instant Settlement Agreement shall be attached to such press release.
6. The District agrees to execute the instant Settlement Agreement within three (3) business days of its receipt of said Settlement Agreement executed by the parents. The District agrees to withdraw the currently pending hearing request before the Bureau of Special Education Appeals in the matter of Monson School Committee v. Timothy Patenaude, BSEA #09-6523, with prejudice, within three (3) business days of its execution of the instant Settlement Agreement. The District also agrees to withdraw the currently pending Complaint in the Palmer District Court in the matter of Monson Public Schools v. Karen and James Patenaude, Civil Action No.0943 CV 350, with prejudice, within three business days of its execution of the instant Settlement Agreement. Also, within three business days of the execution of the instant

Settlement Agreement by both parties, each party shall inform any and all agencies with whom such party may have filed a complaint, that the parties have reached a mutually satisfactory settlement of their dispute and each party shall withdraw any pending complaint before each such agency with prejudice. The parties agree to cooperate fully in executing any documents that may be required by the Bureau of Special Education Appeals, the Palmer District Court and any agencies before which complaints may be pending, to effectuate the withdrawal of the pending matters referenced in this paragraph.

7. This Agreement does not constitute an admission by either party as to any issue in dispute.
8. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents remise, release and forever discharge the District, its officials, employees, agents, attorneys and contractors from all debts, demands, actions, causes of actions, suits, liabilities and any and all claims of any kind, nature, and description both in law and in equity, including but not limited to claims for monetary reimbursement and/or compensatory educational services, which the Parents have asserted, or might assert against the District, its officials, employees, agents, attorneys and/or contractors to the date of execution of this Agreement. Similarly, the District remises, releases and forever discharges the Parents, their employees, agents, attorneys and contractors from all debts, demands, actions, causes of action, suits, liabilities and any and all claims of any kind, nature, and description both in law and in equity which the District has asserted, or might assert

against the Parents, their employees, agents, attorneys and/or contractors to the date of execution of this agreement.

9. The parties to this Agreement acknowledge that they have been represented by counsel in the negotiation of this Agreement and have signed it voluntarily with full understanding of its terms. Without limiting the foregoing generality, the parties acknowledge that they are waiving specific rights which might accrue to them under M.G.L. c. 30A, 71B, the Individuals with Disabilities Education Act, 20 U.S.C. §1400 et seq., 42 U.S.C. §1983, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the regulations issued pursuant to thereto, to date. It is agreed that each of the parties assumes all costs of their own legal representation and other costs associated with this action. Further, the parties have read the entire Agreement carefully and have discussed it with their attorneys, understand it and accept its terms.
10. This Agreement is the entire agreement between the parties and is intended to take effect as a sealed instrument upon execution by both parties. This Agreement shall be executed in quadruplicate by the parties. Each executed Agreement shall be considered an original.
11. Karen and James Patenaude certify that they are the parents and legal guardians of Timothy Patenaude with full power and authority to sign this Agreement on their own behalf as well as on the Student's behalf. Michael Kane certifies that he is the Chairman of the Monson School Committee with

full power and authority to sign this Agreement on behalf of the Monson School Committee.

IN WITNESS THEREOF, the parties have executed this Settlement Agreement in four (4) quadruplicate originals as indicated below.

Date: 8/7/09 Karen Patenaude
Karen Patenaude

Date: 8-7-09 James A Patenaude
James Patenaude

Date: 8/7/09 Michael Kane
Michael Kane, Chairman, Monson School Committee