

AGREEMENT

This Agreement is entered into this 6th day of November, 2007 between and among Lextended Day Program, Bowman School Extended Day Program, Fiske School Extended Day Program and Harrington School Extended Day Program, (together the "Programs"), the Town of Lexington ("the Town"), and the Lexington Public Schools (collectively the "Parties").

RECITALS

WHEREAS, the Programs and the Town have entered into agreements ("Space Agreements") for the use of public school classroom space;

WHEREAS, the Town has notified the programs of the termination of Space Agreements in effect as of May, 2006, and offered new space agreements ("New Space Agreements") to the Programs.

WHEREAS, the Programs and the Town dispute certain provisions of the Space Agreements and the New Space Agreements, including the amount of fees that the Town may assess the Programs (the "Dispute");

WHEREAS, the Parties hereto recognize the mutual benefit of compromise and of avoiding the burden, cost, delay and cost of litigation; and

WHEREAS, in order to avoid the expense, uncertainty and delay associated with litigation, and without admitting any liability regarding the Space Agreements and New Space Agreements, the Parties desire to settle the Dispute, including all claims and counterclaims which could be asserted and/or have been asserted in litigation associated with the Dispute.

NOW THEREFORE, in consideration of the above recitals and in further consideration of the mutual promises and undertakings set forth herein, the Parties hereto, intending to be bound legally, agree as follows:

I. OBLIGATIONS OF THE PARTIES HERETO CONCERNING THE DISPUTE

(A) The Parties agree to enter into a Space Agreement for the 2007-08 school year (the "2007-08 Space Agreement") that will contain the following terms: (1) the Programs will pay the Town for the use of the space at rates that are 9% higher than the rates they paid the Town for the 2005-06 and 2006-07 school years, and (2) the Programs will have permission to occupy the same space within each elementary school that they were permitted to occupy in 2006-07, with the following exceptions: 1) Harrington School Extended Day Program will have the use of shared space in two different classrooms at Harrington Elementary School in place of the dedicated classroom it occupied in 2006-07, and 2) Fiske School Extended Day Program will have the use of shared space in one classroom at Fiske Elementary School in place of the dedicated classroom it occupied in 2006-07.

(B) The Town commits to issue request(s) for proposals for the use of public school classroom space for extended day programs, in which the Programs shall be eligible and invited to submit timely proposals, commencing with the 2008-09 school year. The Town shall conduct a fair and timely evaluation process of proposals submitted in compliance with Mass. Gen. Laws. 30B, shall award annual leases, with renewal options, or multi-year leases, and shall periodically reissue new Requests for Proposals thereafter so long as the Town continues leasing of public school classroom space for school semesters or school years for extended day programs.

(C) In consideration of the Town's entry into the 2007-08 Space Agreement, and the commitments contained in section I.B above, the Programs agree to refrain from commencing a

lawsuit or asserting against any other Party by litigation, arbitration or other legally-enforceable process, any original claims, counterclaim, cross-claim or third-party claim that comprises in whole or in part, or is in any way related to, or connected with the Space Agreements, the New Space Agreements or the use of public school classroom space.

(D) Performance by the Parties hereto shall be forthwith upon the execution of this Agreement.

II. NO ADMISSION OF LIABILITY

None of the Parties hereby acknowledge any liability, or the validity of any of the claims in the Dispute, and nothing contained in this Agreement shall be viewed as an admission of any such liability. The Parties hereby acknowledge that they understand the terms of this Agreement, that they are entering into this Agreement voluntarily and in full and final settlement of all claims relating to the Dispute because they believe the settlement to be fair and reasonable. The Parties further state that they have consulted with their counsel regarding the Agreement, know the contents of this Agreement, freely and voluntarily assent to all the terms and conditions of this Agreement and sign this Agreement as their own free act. In doing so the Parties expressly acknowledge to one another that each has made its own investigation of all matters relating to the Dispute and has relied upon its own investigation in deciding to enter into this Agreement, and has not relied upon the representation of any other party to this Agreement or any representative of such party in entering into this Agreement except as expressly set forth herein.

III. MUTUAL DRAFTING

The Parties acknowledge that this Agreement was a product of joint drafting and that no drafter's inference is to be drawn against any party in the interpretation of the Agreement..

IV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between and among the Parties and fully supersedes any and all prior agreements or understandings between or among the Parties hereto pertaining to the subject matter of the Agreement. This Agreement may not be changed orally or otherwise, but only by agreement in writing of concurrent or subsequent date, signed by a duly authorized representative of each of the respective parties hereto. This Agreement may be executed in counterpart originals. The Parties executing this Agreement represent and warrant that they have the authority to act on behalf of the respective parties hereto.

V. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the respective legal representatives, heirs, successors, and assigns of the parties to the extent permitted by law.

VI. INTERPRETATION OF AGREEMENT

This Agreement shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Massachusetts.

VII. SURVIVAL

All covenants, representations, warranties, promises and other provisions of this Agreement shall indefinitely survive the execution and delivery of this Agreement by the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Settlement

Agreement as of the date written above.

LEXTENDED DAY PROGRAM

By: Jane J. Penty 11/6/07
Its: Program Director

BOWMAN SCHOOL EXTENDED DAY
PROGRAM

By: _____
Its: _____

FISKE SCHOOL EXTENDED DAY
PROGRAM

By: _____
Its: _____

HARRINGTON SCHOOL EXTENDED DAY
PROGRAM

By: _____
Its: _____

TOWN OF LEXINGTON

By: _____
Its: Town Manager

LEXINGTON SCHOOL DEPARTMENT

By: _____
Its: Superintendent

IN WITNESS WHEREOF, the parties have set their hands and seals to this Settlement Agreement as of the date written above.

LEXTENDED DAY PROGRAM

By: _____
Its: _____

BOWMAN SCHOOL EXTENDED DAY PROGRAM

By: Kathryn Bigler Walber
Its: Director

FISKE SCHOOL EXTENDED DAY PROGRAM

By: _____
Its: _____

HARRINGTON SCHOOL EXTENDED DAY PROGRAM

By: _____
Its: _____

TOWN OF LEXINGTON

By: _____
Its: **Town Manager**

LEXINGTON SCHOOL DEPARTMENT

By: _____
Its: **Superintendent**

IN WITNESS WHEREOF, the parties have set their hands and seals to this Settlement Agreement as of the date written above.

LEXTENDED DAY PROGRAM

By: _____
Its: _____

BOWMAN SCHOOL EXTENDED DAY PROGRAM

By: _____
Its: _____

FISKE SCHOOL EXTENDED DAY PROGRAM

By: Susan Nathanson
Its: Director

HARRINGTON SCHOOL EXTENDED DAY PROGRAM

By: _____
Its: _____

TOWN OF LEXINGTON

By: _____
Its: Town Manager

LEXINGTON SCHOOL DEPARTMENT

By: _____
Its: Superintendent

IN WITNESS WHEREOF, the parties have set their hands and seals to this Settlement Agreement as of the date written above.

LEXTENDED DAY PROGRAM

By: _____
Its: _____


BOWMAN SCHOOL EXTENDED DAY PROGRAM

By: _____
Its: _____

FISKE SCHOOL EXTENDED DAY PROGRAM

By: _____
Its: _____

HARRINGTON SCHOOL EXTENDED DAY PROGRAM

By: 
Its: Program Director

TOWN OF LEXINGTON

By: _____
Its: Town Manager

LEXINGTON SCHOOL DEPARTMENT

By: _____
Its: Superintendent