

SETTLEMENT AGREEMENT and GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by and between The Germantown Municipal School District ("GMSD") and Collierville Schools ("Collierville Schools"), each a "Party" and collectively, the "Parties".

*WHEREAS*, GMSD and Collierville Schools are each a party to the Pupil Transportation Services Agreement made and entered into as of the 1st day of August, 2014, between multiple school districts (identified collectively as the Consortium and individually as Districts) and Durham School Services L.P.;

*WHEREAS*, the Pupil Transportation Services Agreement provides that a District decision to implement a two-tiered routing system shall require that District to reimburse another District in the Consortium for any consequential costs incurred that are directly related to the change exceeding two and a half percent (2.5%) of a District's total year's costs for services or fifty thousand U.S. dollars (\$50,000.00), whichever is less;

*WHEREAS*, GMSD implemented a two-tiered routing system for the 2016-17 school year that caused Collierville Schools to incur costs directly related to GMSD's change (the "Claim"); and,

*WHEREAS*, the Parties desire to fully and finally release and settle any claims or which are could have been asserted;

*NOW, THEREFORE*, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Parties agree as follows:

1. Consideration. Under the terms of this Agreement, to settle any and all claims related to the additional costs to Collierville Schools caused by the Claim, GMSD will pay to Collierville Schools a settlement amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for the 2016-17 school year and an identical sum for the 2017-18 school year. Further, GMSD will pay a total of Thirty Thousand Dollars (\$30,000.00) for GMSD's use of transportation facilities at 552 Carruthers Road, Collierville, TN 38017, for the 2017-18 school year. The total payment for each of the 2016-17 and 2017-18 school years shall be One Hundred Ninety Thousand Dollars (\$190,000.00) and no additional sums are due or payable under this Agreement.

2. Payment Terms. In satisfaction of the above consideration, GMSD will remit to Collierville Schools on or before April 15, 2017, a total of One Hundred Ninety Thousand Dollars (\$190,000.00) for settlement of the 2016-2017 school year claims asserted by Collierville Schools. GMSD will remit to Collierville Schools a total of Ninety-Five Thousand Dollars (\$95,000.00) on or before September 30, 2017 and a total of Ninety-Five Thousand Dollars (\$95,000.00) on or

before February 30, 2018 in settlement of the 2017-2018 claims asserted by Collierville Schools. [GMSD acknowledges that the payment obligations contained in this Agreement can be met by its income in the school budget and that the approval of this Agreement does not violate the terms of T.C.A. § 49-2-204.](#)

3. Release of Claims. In consideration of the payments set forth above, Collierville Schools hereby releases GMSD, including any successors, assigns, agents, directors, administrators, employees, representatives, attorneys, parents, divisions, subsidiaries, affiliates, and all persons acting by, through, under or in concert with any of them from any and all disputes and claims arising from the Claim. Collierville Schools acknowledges and agrees that GMSD's commitments herein represent full satisfaction of its claims against GMSD arising out of the Claim and no additional payment, benefit, compensation, damage or relief (monetary or otherwise), are due to Collierville Schools therefrom.

4. Complete Agreement. This Agreement contains and constitutes the entire understanding and agreement between the Parties pertaining to the Claim. This Agreement may not be amended or modified except by a writing signed by authorized representatives of both Parties.

5. Knowing and Voluntary Agreement. The Parties warrant that no representation, promise, or inducement has been offered or made to induce any Party to enter into this Agreement. The Parties agree that they enter into this Agreement knowingly, voluntarily, and with full knowledge of its significance.

6. Non-Admission. The terms set out in this Agreement are a compromise settlement of disputed claims. Neither the terms nor the fact of this Agreement shall be deemed or construed as an admission by either Party of any wrongful acts whatsoever,

7. Choice of Law. Any dispute regarding the terms of this Agreement shall be resolved in a court of appropriate jurisdiction in Shelby County, Tennessee, and this Agreement shall be construed, interpreted, governed and enforced in accordance with the laws of the State of Tennessee.

8. Headings. The headings in this Agreement are for convenience and shall not expand, modify, limit, or define the text of this Agreement.

9. Effective Date. This Agreement shall not be binding upon the Parties until it has been properly executed by authorized representatives of both Parties. Each individual who executes this Agreement represents and warrants that s/he does so with the knowledge and express approval and authorization of the Party on whose behalf that person executes this Agreement.

*IN WITNESS WHEREOF*, the parties state that they have read, understand, and executed the foregoing agreement as of the dates written below, and that they intend to be bound thereto.

**Germantown Municipal School District**

\_\_\_\_\_  
Linda Fisher  
Chair, Board of Education

\_\_\_\_\_  
Jason Manuel  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Collierville Schools**

\_\_\_\_\_  
Mark Hansen  
Chair, Board of Education

\_\_\_\_\_  
John S. Aitken  
Superintendent of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

[4832-4053-9716, v. 1](#)

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