

**MUTUAL RELEASE AND
SETTLEMENT AGREEMENT**

This Mutual Release and Settlement Agreement is made and entered into by plaintiff Heidi Farrington, on behalf of Patrick Agin, (“Plaintiff”) and the defendants Portsmouth School Committee, Sylvia Wedge, Michael Buddemeyer, E. Richard Carpenter, Jamie R.B. Heaney, Terri D. Contrivend, Douglas L. Wilkey, Marjourie Levesque, and Robert Littlefield (collectively “Defendants”).

WHEREAS, a dispute arose between the parties regarding the right of Patrick Agin to have his picture, hereto attached as Exhibit A, published in the senior section of the Portsmouth High School Yearbook to be published and issued in the year 2007;

WHEREAS, the parties desire to obtain a complete and final resolution to this matter;
and

NOW, THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. The defendant Portsmouth School Committee shall pay to Plaintiff the sum of two thousand dollars (\$2,000.00);
2. Defendants shall not appeal or seek review of or reconsideration of the Decision of the State of Rhode Island’s Commissioner of Education in the matter of *Student H. v. Portsmouth School Committee*, dated January 19, 2007 by any agency or court;
3. The United States District Court for the District of Rhode Island shall retain jurisdiction over the civil action encaptioned *Patrick Agin, by and through his mother Heidi Farrington v. Portsmouth School Committee, et al*, C.A. No. 06-540S (the “Agin Lawsuit”) for the purpose of enforcing the terms of this Mutual Release and Settlement Agreement, including

but not limited to the obligation of Defendants to publish Patrick Agin's chosen photograph (Exhibit A) in the senior portrait section of the Portsmouth High School yearbook in the normal alphabetical order between the senior portrait photographs of Christopher Adams and James Alix.

4. Plaintiff shall withdraw with prejudice the Agin Lawsuit;

5. That Plaintiff and Defendants, for and in consideration of the mutual promises contained herein, and other valuable consideration, hereby remise, release and forever discharge each other, including Patrick Agin and the Town of Portsmouth, and any and all of its agents, servants, employees, representatives, officers, elected and appointed officials, executors, administrators, attorneys, predecessors, successors and/or assigns from all claims, wages, actions, causes of action, grievances, arbitrations, suits, proceedings, debts, controversies, agreements, attorney fees, judgments, and demands whatsoever, in law or equity, which Plaintiff and defendants have ever had, now have, or shall have arising out of the subject matter of the Agin Lawsuit but for the enforcement of this Mutual Release and Settlement Agreement, from the beginning of the world to the date of this Mutual Release and Settlement Agreement, whether currently asserted or not. The parties intend this provision to be all-encompassing and to act as a full and total release of any and all claims Plaintiff and Defendants have ever had, now have, or shall have arising out of the subject matter of the Agin Lawsuit but for enforcement of this Mutual Release and Settlement Agreement, whether or not specifically referred to herein.

6. Each of the parties has carefully read and understands all of the terms of this Mutual Release and Settlement Agreement.

7. This Mutual Release and Settlement Agreement is the entire agreement of the parties and is not subject to any terms, conditions, statements or representations not expressly set forth herein.

WITNESS our hands on the day and year first written above.

Patrick Agin
Patrick Agin

Susan F. Lus
Portsmouth School Committee
By: Susan F. Lus
Its: Superintendent

Heidi-Tanya L. Farrington
Heidi Farrington, in her individual capacity and as mother and next friend of Patrick Agin

R. Littlefield
Robert Littlefield

