

Release and Settlement Agreement

This Release and Settlement Agreement ("Agreement") is made on October 22, 2014, by and between **Adam P. Neuman** ("Plaintiff") and Defendant **Brighton Area Schools Board of Education** (the "District") for their mutual benefit. The Plaintiff and District shall, collectively, be referred to herein as the "Parties."

Recitals

1. Plaintiff commenced a lawsuit captioned *Neuman v Brighton Education Assc, et al*, Livingston County Circuit Court Case No. 14-28301-CZ ("Lawsuit").
2. By entering into this Agreement Plaintiff and District desire to (i) amicably resolve the current claims between them; (ii) provide for dismissal of the Lawsuit against the District with prejudice and without costs; and (iii) extinguish any further exposure by the Parties for damages, costs, attorney fees, sanctions, or interest claimed or which could have been claimed in the Lawsuit or in a counter-lawsuit.
3. The execution of this Release and Settlement Agreement by the Parties does not represent, nor shall it be construed as, an admission of any nature whatsoever regarding any matters arising out of the Lawsuit.

Terms and Conditions

The sole and full consideration to be given for this Agreement and the terms, promises, and acknowledgments expressed in this Agreement, shall be as follows:

1. The District warrants that the collective bargaining agreement ("CBA") language that was complained of in Plaintiff's Lawsuit will be revised so that the CBA does not require the deduction of fees from bargaining unit members' paychecks; and revised so that employees who are not members of the Brighton Education Association ("BEA") are not charged in any way for release time of BEA members or other BEA expenses.
2. The District shall ratify the changes to the CBA in whatever way is required. The Parties agree to file a dismissal with prejudice immediately after ratification.
3. This settlement between Plaintiff and District shall dispose of all claims between those two only, and any potential counterclaims or related claims between those Parties brought or which could have been brought in the Lawsuit.
4. In consideration of the promises in this Agreement, the Parties and their successors in interest and representatives completely release, acquit, and forever discharge each other from any and all past or present claims brought or which could have been brought in the Lawsuit, including demands, counterclaims, obligations, actions, causes of action, rights, damages, costs, liabilities, expenses, and compensation of any kind or nature whatsoever, whether based on a tort, contract, statute, or other theory of recovery, which they have had

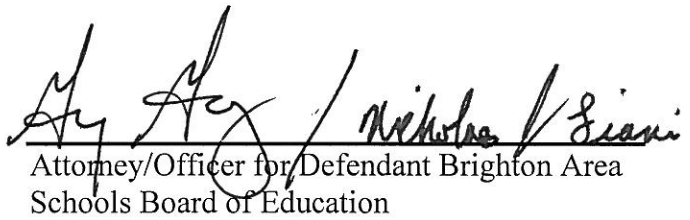
on account of, or are in any manner related to the Lawsuit, including the following:

- a. any event described in the pleadings filed in the Lawsuit, including counterclaims;
 - b. any event, cause, or matter which is in whole or in part the subject of the Lawsuit, or which is, or may be, stated, claimed, or alleged in the Lawsuit;
 - c. any costs, expenses, or attorneys' fees incurred in connection with the Lawsuit.
5. The Parties to this Agreement, and their attorneys, shall take such other actions, or refrain from taking such actions, as necessary for carrying out the provisions of this Agreement consistent with the intent of the Parties in entering into this Agreement.
 6. This Agreement (i) comprises the entire agreement and understanding of the Parties, (ii) supersedes all previous verbal and written agreements, and (iii) shall not be subsequently modified except in writing signed by each of the Parties. There are no additional promises or terms of agreement between the Parties other than those expressed herein.
 7. This Agreement shall not be construed against either party as the drafter if there is any question as to the meaning of the terms and obligations.
 8. The Parties acknowledge they carefully read this Agreement, know its contents, have had the opportunity to review it with their counsel, and execute it freely and voluntarily.
 9. By signing this Agreement in any corporate representative capacity, the corporate signatory represents he is a duly authorized corporate representative, fully empowered, and authorized to execute this document on behalf of the corporate entity.
 10. The Parties acknowledge that they understand and agree that this Agreement is final, conclusive, and binding on them, including their successors in interest and representatives. Upon execution of this Agreement, any liability of the Parties to any entity or matters released in this Agreement shall cease and be fully and finally discharged.
 11. The District warrants that it never intended to discipline and agrees not to discipline any employee involved in the lawsuit, or involved in any of the circumstances concerning the lawsuit.
 12. Plaintiff and his attorneys agree to destroy all copies of any previously-unreleased video in their possession which was taken on District school grounds, and waive any and all fees related to this lawsuit on the District's behalf.
 13. The Parties covenant that they and their attorneys shall consent to and execute all incidental and supplemental documents, pleadings, and papers, and take all supplementary steps necessary to give full force and effect to the terms of this Agreement. Such supplemental steps shall include, but are not limited to, the dismissal with prejudice and without costs of the Lawsuit, including all appeals.

Dated _____

Patrick J. Wright (P54052), or
Derk A. Wilcox (P66177)
Attorney for Plaintiff
MACKINAC CENTER LEGAL
FOUNDATION
140 W. Main Street
Midland, Michigan 48640

Dated 10-22-2014



Attorney/Officer for Defendant Brighton Area
Schools Board of Education