

**The Commonwealth of Massachusetts
Division of Administrative Law Appeals
Bureau of Special Education Appeals**

One Congress Street, Boston, Massachusetts 02120

Telephone: (617) 626-7250

**Record of Attendance and
Agreement to Participate in Mediation**

Student:

School District:

Bay Path Regional

Date:

5/4/16






BSEA:

Mediator Matthew Flynn is conducting this mediation session. He can be reached at the Bureau of Special Education Appeals (BSEA), 617.626.7295 or via email to Matthew.Flynn@state.ma.us.

“By signing below, I acknowledge that my participation in this mediation is voluntary and that I understand that all discussions that occur during mediation are confidential and may not be used as evidence in a hearing. 603 CMR 28.08(4).”

Signature and Printed Name	Position (and Agency)	Home (parents) or business address	Daytime Phone /Fax
		Bay Path High School	508-248-5971
		Bay Path High School	508-248-5971

“By signing below, I acknowledge that my participation in this mediation is voluntary and that I understand that all discussions that occur during mediation are confidential and may not be used as evidence in any subsequent due process hearing or civil procedure. 603 CMR 28.08(4).”

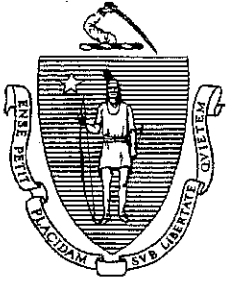
Signature and Printed Name	Position (and Agency)	Home (parents) or business address	Daytime Phone /Fax
			
			
			

Student:

District

BSEA #:

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The Commonwealth of Massachusetts Division of Administrative Law Appeals Bureau of Special Education Appeals

One Congress Street, Boston, Massachusetts 02110

Telephone: (617) 626-7250

Agreement Reached through Mediation

Student:

School District: Bay Path Regional Public School (Bay Path or the
"District")

Date: May 4, 2016

BSEA #:

In a mediation session held with BSEA Mediator Matt Flynn, on May 4, 2016, to discuss the educational plan and program for [redacted], the following agreement was reached:

- The District has heard parent's concerns and proposes the following:
- District will agree to conduct the following assessments, and parent hereby consents to these assessments:
 - Transition Planning Inventories
 - Speech Language
 - FBA by school psychologist in school and home
 - Adaptive Behavior/Daily Living Skills
 - Career Maturity/Employability Test
 - Functional Vocational
 - General Aptitude Test
 - Self Determination
 - Life Skills Inventory
 - Social Skills
 - Environmental/Situational Analysis
 - Interest Inventories
 - Psychological

- All evaluations will be conducted as soon as feasible. District has stated that some already completed work/assessments with [redacted] will inform some of the listed assessments.

Parent further consents to the acceleration of [redacted] three year re-evaluation, to be conducted as soon as feasible.

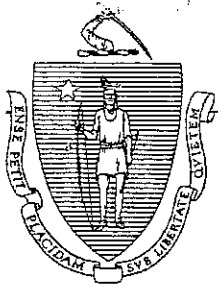
- District agrees to schedule a TEAM meeting, to occur no later than June 17, 2016, to discuss the completed evaluations, the three-year re-evaluation, and to develop an appropriate IEP and transition plan.
- District will invite the sending school district to discuss parent's concerns regarding graduation and any potential for post-secondary programs.
- The parent and District agree that this Mediation Agreement shall remain confidential between them and they shall not disclose any terms to anyone, except as required by law or to enforce this Agreement. If asked about this matter, the Parties shall state that the matter has been resolved to the satisfaction of both Parties.

This agreement has been reached through discussion of this student's educational programming. The concerns of both school personnel and parent(s) have been voiced, and the parties whose signatures appear below have made the above agreement in good faith.

 Name Position Date
 Parent 5/4/16

 Name Position Date
 Pupil Services Dire 5/4/16

Student: School District/Date: Bay Path 5/4/16/



The Commonwealth of Massachusetts

Division of Administrative Law Appeals

Bureau of Special Education Appeals

75 Pleasant St, Malden, Massachusetts 02148

Telephone: (781) 338-6401

Agreement Reached through Mediation

Student:
School District: Baypath Regional Public Schools (Baypath or the "District")
Date: April 28, 2014
BSEA #:

In a mediation session held with BSEA Mediator Matt Flynn, on April 28, 2014, to discuss the educational plan and program for the following agreement was reached:

- District has heard parent's concerns regarding the implementation of IEP and has agreed to make the following changes to his accepted IEP: the proposed written language and transition goal will be added; the accommodations will be followed as written on the accepted goal; an O/T consult will be added to the IEP; a classroom aide will be added to the following of classrooms: Physics; Math and English (one period); O.T. 1x25 per month will be added to the "C" grid. D.D.
- District agrees it will provide direct service from the A/T specialist to assist in developing the necessary skills to proficiently use his iPad for Google Apps. No "Stay Put" rights attach to this service. D.D.
- District agrees to fund a functional living skills/vocational assessment to be provided by HMEA if parent is unable to fund through insurance. D.D.

- District agrees that a safety plan will be developed to address parent's concerns around bullying, and said plan will be attached to IEP. School guidance counselor will be identified as contact (immediate access pass) for social/emotional concerns and will also be contact person for parent. Guidance counselor will also provide weekly email communication with the parent with information provided by teachers. *DEP*
- District agrees to provide an allowance of \$400 to allow parents to provide a summer camp addressing social skills. *DEP*
- District agrees that the 3 year re-evaluation will be conducted prior to the end of the school year and the evaluations will take place after the school day. *DEP*
- District agrees to compensate parent for missed direct O.T. services by providing 2x25 per month until the deficiency is made up. *DEP*
- The Parent and Baypath agree that this Mediation Agreement shall remain confidential between them and they shall not disclose any terms to anyone, except as required by law or to enforce this Agreement. If asked about this matter, the Parties shall state that the matter has been resolved to the satisfaction of both Parties.

This agreement has been reached through discussion of this student's educational programming. The concerns of both school personnel and parent(s) have been voiced, and the parties whose signatures appear below have made the above agreement in good faith.

Student: _____

School District/Date: _____

BSEA #:

Mediation Agreement, Page 2

CONTRACT
Line 7.1.1.1.1

The following is a contract between **HMEA** and **Bay Path Regional Vocational Technical High School**. The contracting period is June 1, 2014- September 30, 2014.

HMEA agrees to:

1. Provide a Vocational Assessment for
2. Provide a report describing the assessment and provide recommendations if further services are necessary.
3. Bill **Bay Path Regional Vocational Technical High School** for services provided.

Bay Path Regional Vocational Technical High School agrees to:

1. Reimburse **HMEA** for services according to the following structure:

Vocational Assessment \$1,800.00

_____ **Bay Path Regional Vocational Technical High School** _____ *C. J. [Signature]* Date

_____ **HMEA** _____ Date 5/27/14