

11/12

COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF ADMINISTRATIVE LAW APPEALS  
BUREAU OF SPECIAL EDUCATION APPEALS

[REDACTED] AND THE ATTLEBORO PUBLIC SCHOOLS

BSEA # [REDACTED]

CONFIDENTIAL SETTLEMENT AGREEMENT

This Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter "Parents"), individually and on behalf of their [REDACTED]s (hereinafter [REDACTED]), and the Attleboro Public Schools (hereinafter "Attleboro"). In consideration of the settlement of this matter in lieu of a hearing, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement is entered into in full settlement of any and all claims that the Parents and/or [REDACTED] have or might have or assert against Attleboro, its officers both elected and appointed, its agents, employees, and/or attorneys pertaining to and/or arising out of any and all obligations that Attleboro had or now has to provide a free and appropriate public education to [REDACTED] including but not limited to the provision of regular and special education and/or related services, for any and all periods since [REDACTED] enrolled in Attleboro up to the date of this Agreement.

2. Agreement for Placement. Attleboro agrees to fund [REDACTED] placement at an out of district, 766 approved private residential placement beginning as soon as possible ("the agreed upon placement"). As of the date of this agreement [REDACTED] has not been accepted to any out of district, 766 approved private residential placement. As a result, Attleboro agrees to send referrals to [REDACTED] at [REDACTED] as soon as possible. Upon Attleboro's receipt of each response from [REDACTED]

each of the referred placements, Attleboro will immediately relay that response to the parents. Payment for the agreed upon placement will be made directly from Attleboro to the agreed upon placement. Attleboro is not responsible for providing or funding any additional services from the agreed upon placement or from any other service provider, including transportation. Any services or expenses beyond the residential school tuition of the agreed upon placement will be the responsibility of the parents. In the event the parties are not able to agree to a placement for Attleboro or no appropriate placement is available, the parties agree to participate in a Settlement Conference through the BSEA.

3. Transportation. The Parents agree to provide transportation for [REDACTED] to and from the agreed upon placement for the period covered by this agreement without reimbursement from Attleboro, including any weekend or school vacation transportation.

4. It is contemplated by the parties that the agreed upon placement will draft an IEP but, in the event that the agreed upon placement refuses to write an IEP, Attleboro will administratively develop an IEP, without a Team meeting, calling for [REDACTED] placement at the agreed upon placement through June 2012 or to twelve (12) months from date of placement, whichever is later. The parents agree that [REDACTED] IEP for the agreed upon placement will not be used against Attleboro in any future BSEA proceeding as evidence of a program that was proposed by Attleboro.

5. The parties agree to defer the scheduled risk assessment by Dr. [REDACTED] until such time as [REDACTED] is placed at a residential setting. In the event that [REDACTED] is not placed residentially within a reasonable timeframe, the parties will jointly discuss expanding the list of residential placements to consider and expediting Dr. [REDACTED] risk assessment.

6. Attleboro shall not be responsible for any other costs or services for [REDACTED] except as provided in Paragraphs 2, 3, 4, and 5 above.

7. Attleboro's obligation to fund [REDACTED] placement at the agreed upon placement shall be dependent on [REDACTED] continuing to be accepted by and participating in the program and services offered by the agreed upon placement, the agreed upon placement continuing to be approved by the Commonwealth of Massachusetts, and [REDACTED] and at least one of his Parents continuing to be residents of Attleboro, subject to the "move-in" provisions of M.G.L. c. 71B, sec. 5.

8. In the event [REDACTED] is no longer a student at the agreed upon placement, or it is contemplated that [REDACTED] will no longer be a student at the agreed upon placement, for any reason, during the period of this agreement, then the Parents agree to notify Attleboro in writing and Attleboro agrees to convene [REDACTED] Team within ten (10) days of receipt of such notice to develop a new IEP for [REDACTED].

9. Attleboro shall be provided copies of all progress reports and other school records concerning [REDACTED] and his program at the agreed upon placement, and Attleboro may visit the agreed upon placement to observe [REDACTED] and his program during the period of this agreement. In addition, during the period of this agreement, the Director of Special Education and/or her designees may communicate directly with any of [REDACTED] service providers at the agreed upon placement.

10. In anticipation of the 2012 Team meeting, Attleboro may propose an evaluation or evaluations during the period of this Agreement and Parents will not withhold consent unreasonably. The Parents agree to wait to conduct any independent evaluations of [REDACTED] until after Attleboro has conducted this testing.

11. Ten months from the date of placement, Attleboro will convene a Team consisting of Attleboro personnel, personnel from the agreed upon placement, the Parents and other invited participants to discuss special education, related services and placement for [REDACTED] for the 2012-2013 school year. Following the Team meeting, Attleboro will provide the Parents with a proposed IEP within one calendar week. If Attleboro proposes an educational program for [REDACTED] with which the Parents disagree, the parties agree to cooperate in the expeditious scheduling of a hearing before the BSEA in a timely manner such that [REDACTED] educational program for the 2012-2013 school year can be resolved prior to the start of the 2012-2013 school year. On the condition that Attleboro meets the timelines set under this Agreement, subject to the Parents' cooperation, the parties agree that placement pending appeal will be the placement proposed by Attleboro at the 2012 Team meeting.

12. The parties agree that the terms of this Agreement are provided for settlement purposes only. Attleboro does not acknowledge or agree that the agreed upon placement is appropriate or indicated in order for [REDACTED] to receive a free appropriate public education in the least restrictive environment or that [REDACTED] was ever denied a free and appropriate public education in the least restrictive environment in Attleboro.

13. This Agreement is intended to and does settle any and all disputes that exist or may exist between the parties relating to [REDACTED] regular and special education and related services since [REDACTED] became a student in Attleboro, through the date of this Agreement. The Parents and [REDACTED] remise, release, and forever discharge all existing debts, demands, actions, claims of any kind, nature, and description both in law and in equity that the Parents or [REDACTED] have or might have, whether known or unknown against

Attleboro or its agents arising out of [REDACTED] enrollment in or attendance in Attleboro through the date of this Agreement, except as may be necessary to enforce the terms of this Agreement. Without limiting the foregoing generalities, the Parents and [REDACTED] specifically acknowledge that they are waiving any rights against Attleboro which might have accrued to them or [REDACTED] under M.G.L. c. 30A, 71, 71B, 76, 20 U.S.C. §1400 et seq., 42 U.S.C. §1983, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and any and all other related acts, laws, and regulations through the date of this Agreement.

14. The Parents waive any claim to attorney's fees, advocate's fees and all costs under applicable law for services rendered relating to this matter through the date of this Agreement.

15. Confidentiality. The Parents, [REDACTED] and Attleboro hereby agree that they and their attorneys will maintain the confidentiality of the settlement in the specific and general terms thereof. No disclosure of the facts or terms of the settlement or Agreement may be made or caused to be made by any party or their attorneys to any person or entity except as follows: (a) the parties or their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties."; (b) the parties or their attorneys may disclose the terms of this settlement or Agreement to anyone with a need to know such information according to applicable rules, regulations or statutes, including DESE, school personnel, tutors or other service providers and any other public officials who must process or approve this Agreement and any payments to be made hereunder, and (c) to [REDACTED] immediate family members.

16. This Agreement is the entire agreement between the Parents and Attleboro and is intended to take effect as a sealed instrument upon execution by all parties.

17. The parties acknowledge that they have each been represented by counsel, have read this entire Agreement, and have signed this Agreement voluntarily with full understanding of its terms, and without any further inducements or promises except as set forth herein. Further, the parties have read the entire Agreement carefully, have discussed it with their attorneys, understand it, and accept its terms.

18. [REDACTED] hereby warrant and certify that they are the parents and legal guardian of [REDACTED] with full power and authority to sign this binding Agreement on his behalf as well as their own. Lisa Martiesian, in her capacity as Director of Special Education of the Attleboro Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of Attleboro.

19. This Agreement shall be executed in duplicate by the parties and each executed Agreement shall be considered an original.

20. The Parents hereby agree to withdraw their Request for Hearing with prejudice before the BSEA.

4-27-2011  
Date

[REDACTED]  
[REDACTED] Parent, individually and on  
behalf of his [REDACTED]

4-27-11  
Date

[REDACTED]  
[REDACTED] Parent, individually and on  
behalf of [REDACTED]

April 27, 2011  
Date

Lisa Martiesian  
Lisa Martiesian, Director of Special  
Education, Attleboro Public Schools

COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF ADMINISTRATIVE LAW APPEALS  
BUREAU OF SPECIAL EDUCATION APPEALS

[REDACTED] AND THE ATTLEBORO PUBLIC SCHOOLS  
BSEA # [REDACTED]

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter "Parents"), individually and on behalf of their [REDACTED] (hereinafter "Student"), and the Attleboro Public Schools (hereinafter "District"), referred to collectively as the "Parties."

WHEREAS the Student is a special education eligible student who resides in Attleboro, MA for whom the District is responsible for the provision of regular and special education services;

AND, WHEREAS, the Parents have indicated that they do not agree with the District's proposed placement for Student in a collaborative school program and, instead, have requested that the District fund Student's placement at a private special education school;

NOW WHEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, and in lieu of a hearing before the BSEA, the parties agree as follows:

1. Settlement. This Agreement is entered into in full settlement of any and all claims which the Parents and/or the Student have or might have or assert against the District, its officers both elected and appointed, its agents, employees, and/or attorneys pertaining to and/or arising out of any and all obligations which the District had or now has to provide a free appropriate public education in the least restrictive environment to the Student, including but not limited to the provision of regular and special education and/or related services, for any and all periods since she enrolled in the District up to the date of execution of this Agreement.
2. Term: The Term of this Agreement covers the 2016-2017, 2017-2018, 2018-2019, and 2019-2020 school years exclusive of the summer recesses.
3. Placement: For the term of this Agreement, the District agrees to fund One Hundred Percent (100%) of the OSD approved tuition at [REDACTED] ("School") for the Student. Said payments will be made directly to the School upon receipt of invoices from the School. The District's funding of this placement fulfills its obligation to provide Student with a free appropriate public education over the Term of the Agreement.



4. Transportation and Additional Costs: For the Term of the Agreement, the Parents are fully responsible for any additional costs associated with Student's placement at the School, including but not limited to the provision and cost of Student's transportation to and from the School.
5. Extended School Year. The District has no obligation to provide Extended School Year Services to the Student during the Term of the Agreement.
6. IEP. During the Term of the Agreement, the District will convene annual review meetings for Student, evaluate [REDACTED] when [REDACTED] is due for a three year re-evaluation and propose IEPs with placement designated at the School.
7. Observations. The District shall have the right to monitor Student's progress at the School through observations at the School and by receiving copies of [REDACTED] student record and speaking with staff and administrators at the School.
8. In the unlikely event that Student suffers an unanticipated and catastrophic illness or injury during the Term of the Agreement such that [REDACTED] is no longer able to attend the School for any reason, the District agrees to convene a Team meeting to develop an appropriate IEP and to provide her with a free appropriate public education in accordance with [REDACTED] needs at that time. Under such circumstances, if there is any dispute regarding Student's services or placement, the Parties agree that the "stay put" IEP shall be the IEP and placement proposed by the District.
9. This Agreement shall remain in effect so long as the Student and at least one Parent remain residents of Attleboro, MA.
10. No Admission. The Parties agree to the Terms of this Agreement for settlement purposes only and the District makes no assurances that the School is able to provide Student with a free, appropriate public education in the least restrictive environment, including but not limited to the provision of transition services.
11. Except as provided in paragraph 8, at the end of the 2019-2020 school year, the District shall have no further obligation to provide Student with any educational services, either general education or special education, including but not limited to the provision of a free appropriate public education. This will be the case regardless of whether the Student has met local and/or state graduation requirements.
12. Except as otherwise provided in this Agreement, and except to enforce the terms of this Agreement, the Parties agree to release and forever discharge each other from all debts, demands, actions, causes of action, suits, liabilities, claims of procedural violations, compensatory services, and any and all claims of any kind, nature and description, both in law and in equity, including claims by the Parents and/or Student for payment of attorneys' fees, independent evaluations, compensatory services and other costs and/or damages, concerning the provision of special education and regular education services to Student for the entire period of time that Student has been enrolled in the District up to the date of this Agreement. Without limiting the foregoing generalities, the Parents and Student specifically acknowledge that they are waiving any rights against the District which might

have accrued to them under M.G.L. c. 30A, 71, 71B, 76, 20 U.S.C. § 1400 et seq., 42 U.S.C. § 1983, the American with Disabilities Act, Section 504 of the Rehabilitation Act of 1873, and any and all other related acts, laws, and regulations through the date of this Agreement.

13. The parties will be responsible for their own attorney's fees and costs relative to this matter, through the date of this Agreement.
14. Confidentiality. The Parties hereby agree that they will maintain the confidentiality of the settlement in the specific and general terms thereof. No disclosure of the facts or terms of the settlement or Agreement may be made or caused to be made by any party or their attorneys to any person or entity except as follows: (a) the parties or their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties."; (b) the parties or their attorneys may disclose the terms of this settlement or Agreement to anyone with a need to know such information according to applicable rules, regulations or statutes, including DESE, school personnel, tutors or other service providers and any other public officials who must process or approve this Agreement and any payments to be made hereunder, and (c) to the Student's immediate family members and legal and educational representatives.
15. This Agreement may not be amended or modified except by a writing signed by the Parties. This Agreement sets forth the entire and complete understanding between the Parties. This agreement shall be effective as a sealed instrument, and shall be governed and construed under the laws of Commonwealth of Massachusetts.
16. [REDACTED] and [REDACTED] aver that they are the legal guardians of [REDACTED] and that they are authorized to make all decisions relating to [REDACTED]
17. Upon execution of this Agreement, Parents agree to dismiss their Request for Hearing pending at the Bureau of Special Education Appeals with prejudice and without costs.
18. This Settlement Agreement is the entire agreement between the Parents and Attleboro, and is intended to take effect as a sealed instrument upon execution by all parties.

9/26/16  
Date

21 Sept 2016  
Date

9/28/16  
Date

[REDACTED]  
[REDACTED] Individually and as Legal Guardian  
of [REDACTED]  
[REDACTED]  
[REDACTED] Individually and as Legal Guardian  
of [REDACTED]  
Ivone Medeiros, Director of Special Education,  
Attleboro Public Schools  
Received by  
Office of Special Education

SEP 28 2016

ATTLEBORO  
PUBLIC SCHOOLS

Received

JAN 28 2015

Superintendent's Office COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF ADMINISTRATIVE LAW APPEALS  
BUREAU OF SPECIAL EDUCATION APPEALS

CONFIDENTIAL SETTLEMENT AGREEMENT

██████████ v. Attleboro Public Schools

This Agreement is made by and between ██████████ ("Parent"), individually and on behalf of ██████████, and the Attleboro Public Schools ("Attleboro"), hereinafter collectively referred to as "the Parties," in full and final settlement of any and all claims the Parties have asserted or could have asserted against one another, up to and including the date of execution of this Agreement, concerning the provision of special education and related services for ██████████

WHEREAS ██████████ is a child with a disability, within the meaning of the Individuals with Disabilities Education Act, 20 U.S.C. §§1400-1487, and M.G.L. c. 71B, residing within Attleboro, Massachusetts;

WHEREAS Attleboro has the responsibility of arranging the provision of special education and related services for ██████████

WHEREAS, the Parent unilaterally placed ██████████ at ██████████ upon moving to Attleboro such that ██████████ never attended school in the Attleboro Public Schools;

WHEREAS the Parent is seeking reimbursement for said unilateral placement at ██████████ from Attleboro but where Attleboro's position is that the IEPs and placement that the Team has proposed for ██████████ from September 2014 to the present are reasonably calculated to provide ██████████ with a free, appropriate public education in the least restrictive environment;

AND WHEREAS, the Parties now wish to resolve this matter without the need to bring the matter before the Bureau of Special Education Appeals ("BSEA");

NOW THEREFORE, in consideration of the settlement of this matter, and in consideration of the mutual covenants and promises contained herein, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. Full Settlement. This Agreement is entered into in full settlement of any and all claims the Parent and/or ██████████ have or might have or assert against Attleboro, its officers, both elected and appointed, its agents, employees, and/or attorneys pertaining to and/or arising out of any and all obligations that Attleboro had or now has to provide a free appropriate public education to ██████████ including but not limited to the provision of regular and special education and/or related services for any and

██████████

all periods since [REDACTED] enrolled in Attleboro up to the date of the execution of this Agreement.

2. Placement. Parties agree to cost-share [REDACTED] placement at [REDACTED] as follows:  
Attleboro agrees to fund thirty percent (30%) of the base annual tuition at [REDACTED] for each of the 2015-2016 and 2016-2017 school years, exclusive of the summers of 2016 and 2017, upon receipt of an annual Invoice by [REDACTED] for this amount. In the event that [REDACTED] separates from [REDACTED] for any reason before the end of the 2015-2016 or the end of the 2016-2017 school year, Parent agrees to reimburse Attleboro a pro rata share of the tuition paid by Attleboro from the date of [REDACTED] separation from [REDACTED] to the end of that school year. Other than this financial contribution, Parent is fully responsible for the balance of the tuition as well as any and all other costs associated with [REDACTED] placement at [REDACTED].
3. The Parent understands that Attleboro has no responsibility for reimbursing the Parent for any costs including but not limited to tuition and transportation associated with [REDACTED] placement at [REDACTED] for the 2014-2015 school year.
4. For the 2015-2016 and 2016-2017 school years, the Parent is responsible for the provision and cost of transportation for [REDACTED] to and from [REDACTED] home in Attleboro to [REDACTED].
5. For the remainder of the 2015-2016 and 2016-2017 school year, Attleboro shall convene annual review meetings for [REDACTED] issue IEPs and evaluate [REDACTED] when [REDACTED] is due for evaluation. The Parent agrees that Attleboro may, from time to time and with advance notice to the Parent conduct observations of [REDACTED] at [REDACTED]. The Parent will provide Attleboro with copies of all progress reports and performance updates that are issued by [REDACTED] during the Term of this Agreement. [REDACTED] staff will develop and implement a Learning Plan for [REDACTED] during the settlement period.
6. Attleboro makes no assurances as to the services that [REDACTED] receives and will receive at [REDACTED] or as to [REDACTED] ability to deliver to [REDACTED] a free, appropriate public education in the least restrictive environment. Attleboro agrees to the terms of this Agreement for settlement purposes only.
7. By April 1, 2017, Attleboro will convene a Team meeting and propose an IEP for [REDACTED] for the 2017-2018 school year. Should any dispute arise as to the proposed IEP and/or placement, the Parties agree that [REDACTED] placement pending appeal or "stay-put" placement shall be the IEP and placement proposed by Attleboro at this Team meeting. Attleboro agrees to facilitate any Parent requested observation of any proposed placement in the 2017-2018 IEP. The Parties further agree to cooperate in the event of a dispute to the proposed 2017-2018 IEP to use their best efforts to resolve such dispute expediently and before the start of the 2017-2018 school year.



8. General Release. Except as otherwise provided in this Agreement, and except to enforce the terms of this Agreement, the Parties hereby remise, release, and forever discharge each other from any and all debts, demands, actions, causes of action, suits, liabilities, claims of procedural violations, and any and all claims of any kind, nature and description, both in law and in equity (including claims by the Parent for payment of attorneys' fees and any other costs and/or damages), concerning the provision of educational, special educational, extended school year, transition, compensatory and related services to [REDACTED] through the date of the execution of this Agreement.
9. This Agreement shall remain in effect so long as [REDACTED] and [REDACTED] remain residents of Attleboro, Massachusetts. Should [REDACTED] move out of Attleboro during the Term of this Agreement, Attleboro's obligations under the Terms of this Agreement shall cease on the date of the move. Should the next school district invoke the move-in law, the Parent agrees to assume full financial obligations with regard to any out of district placement, including but not limited to [REDACTED] from the date of [REDACTED] move out of Attleboro.
10. Representation, Voluntary Entrance and Waiver of Claims. By signing this Agreement, each party acknowledges that the party has been afforded ample opportunity to review this Agreement with advisors of the party's choice; that the party has read and understood the Agreement; and that the party has signed this Agreement freely and voluntarily, without any further inducements or promises except as set forth herein. More particularly, and without limiting the generality of the foregoing, the Parties understand and acknowledge that they are waiving specific rights which may accrue to them pursuant to M.G.L. c. 30A (the Administrative Procedure Act) and c. 71B ("Chapter 766"), 20 U.S.C. §§1400 *et seq.* ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act ("ADA"), through the date of this execution of the Agreement.
11. Confidentiality. Except as otherwise required by law, and except as required in order to enforce the terms of this Agreement, the Parties agree that the terms of this Agreement shall remain confidential and shall not be disclosed by them or by their agents, employees, servants, or attorneys to any third party. Notwithstanding the foregoing, the Parties acknowledge and agree that the Parties, without breach of this Agreement, may indicate that [REDACTED] is enrolled at [REDACTED], and shall, in response to any inquiry by a third party, state that the dispute has been amicably resolved to the mutual satisfaction of the Parties. The Parent may, without breach of this Agreement, disclose the terms of the Agreement to their immediate family members, to their financial, educational and legal advisors.
12. Complete Agreement. This Agreement sets forth the entire and complete understanding of the agreement between the parties. No party is relying on any written or oral statement or representation not set forth herein. This Agreement
- [REDACTED]

may be amended only in writing signed by all the Parties. This Agreement may be executed in counterparts. Each executed Agreement shall be considered an original.


13. Governance. This Agreement shall be effective as a sealed instrument, and shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement in two (2) duplicate originals as of the date set forth above.

Dated: 1/26/16

  
, Father of

Dated: 1/14/2016

  
Joan M. DeAngelis  
Special Education Director  
Attleboro Public Schools

COMMONWEALTH OF MASSACHUSETTS  
DIVISION OF ADMINISTRATIVE LAW APPEALS  
BUREAU OF SPECIAL EDUCATION APPEALS

[REDACTED] AND THE ATTLEBORO PUBLIC SCHOOLS

BSLA [REDACTED]

CONFIDENTIAL SETTLEMENT AGREEMENT

This Agreement is entered into by and between [REDACTED] (hereinafter "Parents"), individually and on behalf of their [REDACTED] (hereinafter [REDACTED]), and the Attleboro Public Schools (hereinafter "Attleboro"). In consideration of the settlement of this matter in lieu of a hearing, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement is entered into in full settlement of any and all claims that the Parents and/or [REDACTED] have or might have or assert against Attleboro, its officers both elected and appointed, its agents, employees, and/or attorneys pertaining to and/or arising out of any and all obligations that Attleboro had or now has to provide a free and appropriate public education to [REDACTED] including but not limited to the provision of regular and special education and/or related services, for any and all periods since [REDACTED] enrolled in Attleboro up to the date of this Agreement.

2. Agreement for Services and Placement. By signature of this agreement, the Parents agree to the full acceptance of the currently proposed IEP, dated [REDACTED] [REDACTED] subject to the following conditions. This IEP will end on 6/30/12 with the understanding that all services and accommodations will be provided only through the last day of school in the 2011-2012 school year for afternoon kindergarten. The newly proposed schedule of services and therapies will be incorporated into this IEP by

reference and will take the place of the service delivery grid in the IEP. This newly proposed schedule does not contain exact start or end times for any given service or therapy but the total service time for all services and therapies will be as follows: AM services → 3x30 "SPOT" groups (which contain direct OT and direct speech therapy), 1x25 individual speech therapy, 9x60 individual discrete trial instruction (DTI); PM services → 2x30 individual speech services to be delivered in class, 1x30 individual OT to be delivered in class, 1x60 direct services with the BCBA on Mondays, 440 minutes per week (7 hrs, 20 minutes) of individualized in class support through an ABA specialist or paraprofessional. For all other portions of [REDACTED] day, [REDACTED] will attend the included general education kindergarten AM session and PM session. [REDACTED] lunch and recess time and grouping will not change. All services in the newly proposed schedule will begin on or before February 1, 2012. [REDACTED] placement will change from a partial day in the Insights program and afternoon placement in the general education kindergarten class to placement in the AM kindergarten class and the PM kindergarten class. Attleboro will provide a printed copy of [REDACTED] schedule by January 20, 2012.

3. ESY. The parties agree that [REDACTED] extended school year services will be provided by Attleboro and is as follows: speech and language services 2x30, OT 2x30, and individualized DTI 4x90. This program will occur on a four (4) day cycle for five (5) weeks over the summer of 2012.

4. TEAM Meeting. The parties agree to attend a TEAM meeting on or before May 4, 2012 to draft an IEP for the 2012-2013 school year. In the event that the parties do not agree on the proposed IEP and placement, the parents agree that [REDACTED]



placement pending appeal will be the IEP and placement proposed by Attleboro at this May 2012 TEAM meeting.

5. Communication between the parties. Attleboro will continue to provide a daily communication note to go home with [REDACTED] at the end of each school day.

6. Attleboro shall not be responsible for any other costs or services for [REDACTED] except as provided in Paragraphs 2, 3, 4, and 5 above.

7. Attleboro's obligation to provide educational services to [REDACTED] shall be dependent on [REDACTED] and at least one of her Parents continuing to be residents of Attleboro, subject to the "move-in" provisions of M.G.L. c. 71B, sec. 5.

8. The parties agree that the terms of this Agreement are provided for settlement purposes only.

9. This Agreement is intended to and does settle any and all disputes that exist or may exist between the parties relating to [REDACTED] regular and special education and related services since [REDACTED] became a student in Attleboro, through the date of this Agreement. The Parents and [REDACTED] remise, release, and forever discharge all existing debts, demands, actions, claims of any kind, nature, and description both in law and in equity that the Parents or [REDACTED] have or might have, whether known or unknown against Attleboro or its agents arising out of [REDACTED] enrollment in or attendance in Attleboro through the date of this Agreement, except as may be necessary to enforce the terms of this Agreement. Without limiting the foregoing generalities, the Parents and [REDACTED] specifically acknowledge that they are waiving any rights against Attleboro which might have accrued to them or [REDACTED] under M.G.L. c. 30A, 71, 71B, 76, 20 U.S.C. §1400 et seq., 42 U.S.C. §1983, the Americans with Disabilities Act, Section 504 of the

Rehabilitation Act of 1973, and any and all other related acts, laws, and regulations through the date of this Agreement.

10. The Parents waive any claim to attorney's fees, advocate's fees and all costs under applicable law for services rendered relating to this matter through the date of this Agreement.

11. Confidentiality. The Parents and Attleboro hereby agree that they and their attorneys will maintain the confidentiality of the settlement in the specific and general terms thereof. No disclosure of the facts or terms of the settlement or Agreement may be made or caused to be made by any party or their attorneys to any person or entity except as follows: (a) the parties or their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties."; (b) the parties or their attorneys may disclose the terms of this settlement or Agreement to anyone with a need to know such information according to applicable rules, regulations or statutes, including DESE, school personnel, tutors or other service providers and any other public officials who must process or approve this Agreement and any payments to be made hereunder, and (c) to [REDACTED] immediate family members.

12. This Agreement is the entire agreement between the Parents and Attleboro and is intended to take effect as a sealed instrument upon execution by all parties.

13. The parties acknowledge that they have each been represented by counsel, have read this entire Agreement, and have signed this Agreement voluntarily with full understanding of its terms, and without any further inducements or promises except as set forth herein. Further, the parties have read the entire Agreement carefully, have discussed it with their attorneys, understand it, and accept its terms.

14. [REDACTED] hereby warrant and certify that they are the parents and legal guardian of [REDACTED] with full power and authority to sign this binding Agreement on his behalf as well as their own. Lisa Martiesian, in her capacity as Director of Special Education of the Attleboro Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of Attleboro.

15. This Agreement shall be executed in duplicate by the parties and each executed Agreement shall be considered an original.

16. The Parents hereby agree to withdraw their Request for Hearing with prejudice before the BSEA.

Date 1/12/2012

[REDACTED]  
[REDACTED] Parent, individually and on behalf of [REDACTED]

Date 1/12/2012

[REDACTED]  
[REDACTED] Parent, individually and on behalf of [REDACTED]

Date 01.12.2012

Lisa Martiesian  
Lisa Martiesian, Director of Special Education, Attleboro Public Schools