

**[REDACTED] and Bellingham Public Schools  
AGREEMENT**

The parties to this AGREEMENT are [REDACTED] ("Student"), [REDACTED] ("Parents") on behalf of themselves and the Student, and the Bellingham Public Schools ("Bellingham" or the "District"), collectively hereinafter referred to as the "Parties."

Student [REDACTED] is [REDACTED] who has been previously diagnosed with [REDACTED]. Student has been served pursuant to an Individualized Education Plan ("IEP") for [REDACTED]. Prior to that, Student attended [REDACTED] where [REDACTED] did very well. Student's Parents have expressed concerns regarding the best educational setting to meet [REDACTED] needs. The District has proposed an IEP [REDACTED] providing [REDACTED] services. The Parents have informed the District that the Student has [REDACTED] program, and they have requested funding of that program by the District.

The Parties to this Agreement have determined that it will be in the best interests of all Parties to resolve this matter as follows:

1. **Settlement.** This AGREEMENT is entered into in full settlement of any and all claims which the Parties have asserted or might have asserted against each other (including, but not limited to, against the officers, agents, employees, and/or attorneys of the other party) pertaining to and/or arising out of any and all obligations which the District had or now have to provide a free and appropriate public education (FAPB) to Student, including but not limited to the provision of regular and special education and/or related services, for any and all periods since Student became a student in Bellingham through the last day of the school [REDACTED].
2. **Placement.** The Parties agree that for the [REDACTED] and [REDACTED] regular school years (180 days), the Student will attend the [REDACTED] in [REDACTED] Massachusetts ([REDACTED] or the "Placement"). The District shall administratively develop an individualized Education Program ("IEP") for Student, specifying such program. The Student and Parents waive the requirement of a Team meeting to develop such IEP and the subsequent IEPs for the years covered by this




year. Student and Parents, on behalf of Student, agree that they are waiving the "stay-put" requirements imposed by applicable laws and regulations. Should Student remain at [REDACTED] or any other placement, beyond the expiration of this AGREEMENT, then the Parents shall be solely responsible for the full amount of the tuition and any other costs resulting from Student's continued placement.

7. If during the term of this Agreement there is a significant or catastrophic event which results in an extreme and unexpected change in the Student's educational or physical needs, the Student and Parents must inform the District, in writing, that the Student cannot complete the program [REDACTED]. Upon receipt and verification of this written notice, the District shall have the right and responsibility to convene a TEAM Meeting and develop an IEP for the Student(s) and to otherwise provide the Student and Parents with all rights afforded to students with special needs who reside in District. Should this occur, this Agreement will end, and the Parties will retain their individual rights and obligations relative to state and federal law. Under these circumstances, Student and Parents, agree that they waive "stay-put" requirements imposed by applicable laws and regulations. This means that for the purposes of any dispute between the Parties regarding programming and/or placement under this Paragraph, the last agreed upon IEP shall be deemed to be the IEP developed at the aforementioned TEAM Meeting.
8. No Admission. This AGREEMENT is for the purpose of settling the dispute between the Parties only. This AGREEMENT does not constitute an admission by any party on any issue of law or of fact that may have been in dispute between the Parties.
9. The Student and the Parents agree that the District shall have full access to the Student and [REDACTED] program at [REDACTED] that they will execute such permission and consent instruments as are necessary to give the District full access to Student, [REDACTED] educational program, and service providers, and enable the District to take such steps as they determine are needed to obtain necessary approvals to enable the District to pay its share of the tuition, and comply with applicable laws and regulations pertaining to [REDACTED].
10. The Parties acknowledge that the District's agreement to place and fund Student's attendance at [REDACTED] should not be taken as an endorsement, recommendation or approval of the program by Bellingham. Bellingham makes no representations whatsoever regarding the safety or suitability of the program. Parents acknowledge and agree that it is their decision to send the Student to [REDACTED] and that Bellingham has not in any way recommended, induced or attempted to influence Parents to select the Placement. As such the Parents assume all risks associated with the Placement, and hold the District harmless from any damages, including any physical, emotional or educational harm that may befall the Student as a result of attending school at the Placement.
11. General Release. This AGREEMENT is intended to and does settle any and all disputes which exist or may exist between the Parties relating to Student's regular and

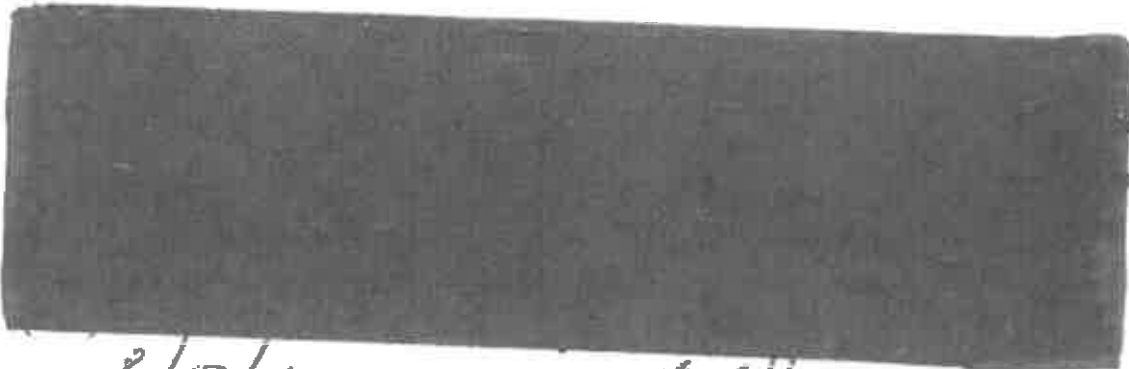
special education and related services since [redacted] became a student in Bellingham, through the date of this AGREEMENT. The Parties hereby remise, release, and forever discharge each other from all existing debts, demands, actions, claims of any kind, nature, and description both in law and in equity which they have or might have, whether known or unknown, against each other or their respective officers, employees, agents and/or attorneys concerning regular education and/or special education and related services for Student through the date of this AGREEMENT, except as may be necessary to enforce the terms of this AGREEMENT. Without limiting the foregoing generalities, the Parties specifically acknowledge that they are waiving specific rights 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 Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1978, and any and all related acts, laws, and regulations through the date of the AGREEMENT.

12. Waiver of Fees. The Parties waive any claim to attorney's fees, advocate's fees and all costs under applicable law for services rendered relating to this matter. Each party shall bear its own legal fees in connection with this matter.
13. Duration. The District's financial obligations as set forth in Paragraph 3 of this AGREEMENT shall continue only so long as (a) Student remains enrolled and in attendance at the Placement, excepting such absences as may be excused in accordance with the Placement's applicable policies and procedures; and (b) Student and Parents remain residents of Bellingham, subject to the provisions of the so-called "move-in-law," M.G.L. c. 71B, §5, or any successor statute.
14. Confidentiality. Except as required by law, the Parties agree to keep the terms and substance of this AGREEMENT confidential other than to say, if asked, that the matter has been resolved. Parents agree that they will not, directly or indirectly, disclose the terms of this AGREEMENT to any person other than immediate family, their professional financial and educational advisor(s), and their attorney.
15. The Parties acknowledge that this AGREEMENT is a legally binding contract. The Parties acknowledge that they have had access to an attorney for the purpose of resolving the matters in dispute and negotiating the terms of this AGREEMENT. The Parties further acknowledge that they have entered into this AGREEMENT freely and voluntarily, with the understanding of its terms and without any other inducements or promises except those set forth herein.
16. This AGREEMENT sets forth the entire and complete understanding and agreement between the Parties. No party is relying on any written or oral statement or representation not set forth herein. This AGREEMENT may be amended or modified only by a writing signed by all Parties.
17. [redacted]  
[redacted]  
[redacted] certify that they are the Parents of [redacted] with full

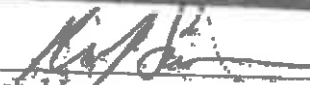
power and authority to sign this AGREEMENT on their own behalf and on behalf of  Rachel Lawrence, in her capacity as Director of Special Services for the Bellingham Public Schools, certifies that she has full power and authority to sign this AGREEMENT on behalf of Bellingham Public Schools.

18. This AGREEMENT shall be executed in duplicate by the Parties. Each executed AGREEMENT shall be considered an original.

IN WITNESS THEREOF the Parties hereby sign and seal two (2) duplicate originals of this AGREEMENT.



8/17/16  
(Date)

  
\_\_\_\_\_  
Rachel Lawrence,  
Director of Special Services,  
Bellingham Public Schools

[REDACTED] and Bellingham Public Schools

AGREEMENT

The parties to this AGREEMENT are [REDACTED] ("Student"), [REDACTED] ("Parents") on behalf of themselves and the Student, and the Bellingham Public Schools ("Bellingham" or the "District"), collectively hereinafter referred to as the "Parties."

The Student [REDACTED] is a [REDACTED] who has [REDACTED] [REDACTED] Student, who has previously been diagnosed with [REDACTED] is currently served pursuant to an Individualized Education Plan ("IEP") and was most recently placed at [REDACTED] School in [REDACTED] Massachusetts. [REDACTED]

[REDACTED] The District had proposed [REDACTED]

[REDACTED] The Student and Parents are concerned that Student [REDACTED] the [REDACTED] and that Student [REDACTED]

[REDACTED] Student and Parents have objected to [REDACTED]

[REDACTED] A dispute has arisen regarding the District's obligation, [REDACTED]

[REDACTED] what services should be provided.

The Parties to this Agreement have determined that it will be in the best interests of all Parties to resolve this matter as follows:

1. Settlement. This AGREEMENT is entered into in full settlement of any and all claims which the Parties have asserted or might have asserted against each other (including, but not limited to, against the officers, agents, employees, and/or attorneys of the other party) pertaining to and/or arising out of any and all obligations which the District had or now has to provide a free and appropriate public education (FAPE) to Student, including but not limited to the provision of regular and special education and/or related services for any and all periods since Student enrolled in Bellingham through [REDACTED]
2. The District agrees to pay the Student and his Parents the sum of [REDACTED] in full and complete settlement of any and all claims the Student or Parents may have against the District, including any past, present or future claims for educational expenses or costs, including tuition expenses, transportation, evaluation, and/or transition services related to the management, hiring and coordination of the Student's supportive academic and transition services. The District will provide said amount [REDACTED] Student. [REDACTED] to the District within ten (10) calendar days of the execution of this agreement. The Parties agree that the District shall not be responsible for [REDACTED], if any, in connection with this payment.
3. The District agrees that it will continue to provide the Student with academic tutoring, three (3) times a week (one (1) hour a day or a total of three (3) hours a week) through the last day of [REDACTED] and that Student will continue to have access to the Bellingham [REDACTED] for assistance with [REDACTED] through [REDACTED]. The Parties agree that the Student will be responsible for accessing the [REDACTED] if and when [REDACTED] wishes to do so, and that said access will be limited to Monday through Friday during the regular school year and during the regular school day, as it would for any Bellingham [REDACTED] student.
4. Upon execution of this Agreement, the Student and Parents will be solely responsible for managing and coordinating all of the Student's [REDACTED] services (except for the services specifically set forth in paragraph 3, above) from the point of execution forward, and for any costs and expenses related to those services including, but not limited to, tuition, program expenses, books, materials, tutoring, residential expenses, meals, and summer programming.
5. Additional Costs/Services. The Student and the Parents agree that the District's payment of a lump sum, and provision of tutoring [REDACTED] services, all as set forth in Paragraphs 2 and 3 of the AGREEMENT, are in full settlement of any and all claims that Student or Parents now have or may assert for the Student's special education and related services through [REDACTED]. The Student and the Parents waive any rights they may have under federal or state laws to seek any other funding or reimbursement from the District for any additional costs or services

associated with the Student's education or transition services during the term of this AGREEMENT or, for any other special education services for the Student during the term of the AGREEMENT.

The Parents will be solely responsible for all costs and fees associated with Student's continuing education, or otherwise associated with Student's [REDACTED] services, and the cost of any evaluation, residential, extended day, summer, [REDACTED] tuition, or home programming.

6. The Student and Parent waive the requirement of a Team meeting to develop an Individualized Education Plan ("IEP") for the school year covered by this Agreement.
7. The Parties agree that the District is not obligated to complete any evaluations or re-evaluations or assessments of the Student. The Student and Parents assume all responsibility for all evaluations and assessments.

8. [REDACTED]

The Parties further agree that upon full execution of this AGREEMENT, the District's obligations to the Student [REDACTED] will be limited to those specific items outlined in Paragraphs 2 and 3 of the AGREEMENT. Under no circumstances shall the District have any financial or programmatic responsibility for any different or additional [REDACTED] service of any kind.

9. [REDACTED] The Parties agree that on or around June [REDACTED] the Student [REDACTED] agree that [REDACTED] The Parties further [REDACTED]

10. [REDACTED]. The Student will have the option of participating in the [REDACTED] Student must notify the Director of Special Education in writing by December [REDACTED]

11. No Admission. This AGREEMENT is for the purpose of settling the dispute between the Parties only. This AGREEMENT does not constitute an admission by any party on any issue of law or of fact that may have been in dispute between the Parties.

12. The Student and Parents agree that they will execute such permission and consent instruments as are necessary to give the District access to Student should it be



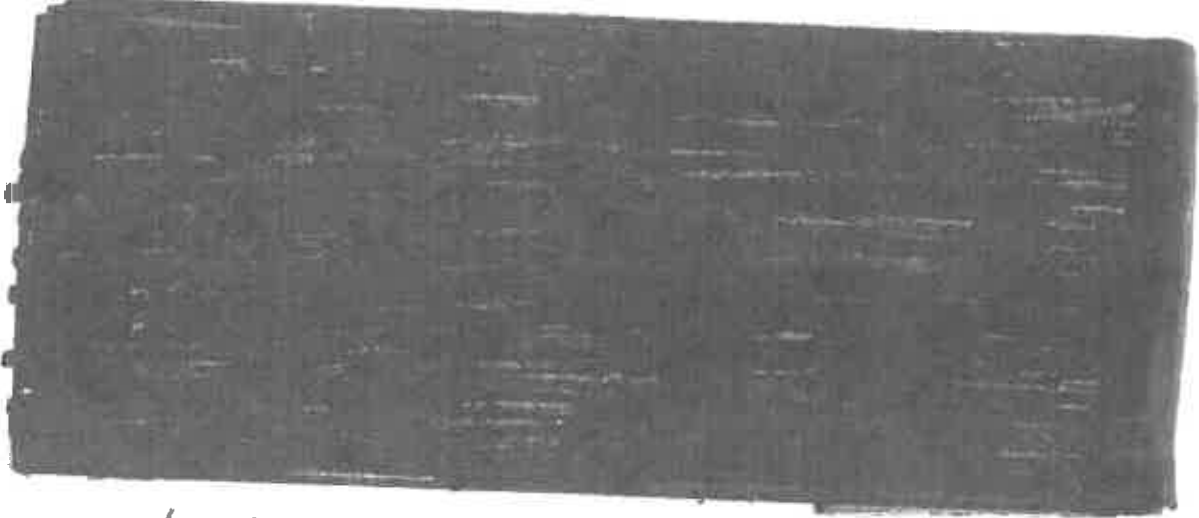
necessary to enable the District to meet its obligations described above, and to comply with applicable laws and regulations.

13. General Release. This AGREEMENT is intended to and does settle any and all disputes which exist or may exist between the Parties relating to Student's regular and special education and related services since the Student became a student in Bellingham, through the date of this AGREEMENT. The Parties hereby remise, release, and forever discharge each other from all existing debts, demands, actions, claims of any kind, nature, and description both in law and in equity which they have or might have, whether known or unknown, against each other or their respective officers, employees, agents and/or attorneys concerning regular education and/or special education and related services for Student through the date of this AGREEMENT, except as may be necessary to enforce the terms of this AGREEMENT. Without limiting the foregoing generalities, the Parties specifically acknowledge that they are waiving specific rights 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 Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1978, and any and all related acts, laws, and regulations through the date of the AGREEMENT.
14. Waiver of Fees. The Parties waive any claim to attorney's fees, advocate's fees and all costs under applicable law for services rendered relating to this matter. Each party shall bear its own legal fees in connection with this matter.
15. Duration. The District's financial obligations as set forth in Paragraphs 2 and 3 of this AGREEMENT shall continue only so long as the Student and [redacted] parents remain residents of Bellingham, subject to the provisions of the so-called "move-in-law," M.G.L. c. 71B, §5, or any successor statute.
16. Confidentiality. All Parties agree to keep the terms and substance of this AGREEMENT confidential other than to say, if asked, that the matter has been resolved. Parents agree that they will not, directly or indirectly, disclose the terms of this AGREEMENT to any person other than immediate family, their professional financial and educational advisor(s), and their attorney, except as required by law.
17. The Parties acknowledge that this AGREEMENT is a legally binding contract. The Parties acknowledge that they have had access to an attorney for the purpose of resolving the matters in dispute and negotiating the terms of this AGREEMENT. The Parties further acknowledge that they have entered into this AGREEMENT freely and voluntarily, with the understanding of its terms and without any other inducements or promises except those set forth herein.
18. This AGREEMENT sets forth the entire and complete understanding and agreement between the Parties. No party is relying on any written or oral statement or representation not set forth herein. This AGREEMENT may be amended or modified only by a writing signed by all Parties.

19. [REDACTED]  
[REDACTED] certify that they are the Parents of [REDACTED] with full power and authority to sign this AGREEMENT on their own behalf and on behalf of their [REDACTED] Rachel Lawrence, in her capacity as Director of Special Education for the Bellingham Public Schools, certifies that she has full power and authority to sign this AGREEMENT on behalf of Bellingham Public Schools.

20. This AGREEMENT shall be executed in duplicate by the Parties. Each executed AGREEMENT shall be considered an original.

IN WITNESS THEREOF the Parties hereby sign and seal two (2) duplicate originals of this AGREEMENT.



7/13/14  
(Date)

[Signature]  
Rachel Lawrence,  
Director of Special Education,  
Bellingham Public Schools

Bellingham Public Schools

CONFIDENTIAL SETTLEMENT AGREEMENT

This Agreement is made by and between [REDACTED] ("Parents"), individually, and on behalf of their [REDACTED] and the Bellingham Public Schools ("the District") (all of whom are hereinafter sometimes collectively referred to as "the Parties"), in full and final settlement of any and all claims that the Parties have asserted or could assert against one another, up to and including the date of execution of this Agreement, concerning the provision of special education and related services [REDACTED]

WHEREAS the Parties agree that [REDACTED] 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 Bellingham, Massachusetts;

WHEREAS the District has the responsibility for arranging the provision of special education and related services for [REDACTED]

WHEREAS the Parents rejected the District's proposed IEP for [REDACTED] for the period [REDACTED] and intend to [REDACTED] ("the School") in [REDACTED] and requested funding from the District for [REDACTED] placement at the School; and

WHEREAS the Parties desire to resolve the dispute concerning [REDACTED] placement for the term of [REDACTED] special education eligibility;

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. The District shall pay the [REDACTED] tuition, as set by the Operational Services Division, directly [REDACTED] attendance at the School for each of the [REDACTED] and [REDACTED] school years. The Parents will pay all other expenses associated with the program, including, but not limited to, books, required supplies and equipment, extended school year and day programming, and transportation for which there will be no reimbursement by the District.

2. The Parents will provide transportation [REDACTED] the School on each school day of the school year; there will be no reimbursement.

3. The District will not be obligated to complete any reevaluation [REDACTED] nor any assessments [REDACTED]. The District may, but does not have to, attend any TEAM meetings or monitor this placement. The District shall not write an IEP for this placement, nor [REDACTED]

4. The District's obligations under this Agreement pursuant to Paragraphs 1 & 2 of this Agreement shall continue only so long as: (a) [REDACTED] remains enrolled in and, subject to ordinary excused absences, in attendance at the School; (b) [REDACTED] and one of the Parents remain residents of Bellingham; and (c) the School continues to be approved by the Massachusetts Department of Elementary and Secondary Education to provide special education and related services to publicly funded students

pursuant to 603 CMR 18.00 or any successor regulation, or is approved as a "sole source" placement for [REDACTED] pursuant to 603 CMR 28.06(3)(e) or any successor regulation. In the event that the School ceases to be approved by the Massachusetts Department of Elementary and Secondary Education prior to June [REDACTED] the District agrees to seek "sole source" approval of this placement pursuant to 603 CMR 28.06(3)(e) or any successor regulation, and agrees to take all steps required in connection therewith, including but not limited to preparation of all necessary documentation and submission of such documentation to the appropriate agency.

5. The District may or may not participate in TEAM meetings with the School for the development of IEPs for each school year covered by this Agreement.

6. a. In the event that there is a material and substantial change in the nature of [REDACTED] disability or current diagnosis such that continued placement at the School is no longer appropriate, the [REDACTED] shall notify the District, and the Team shall reconvene to determine appropriate services for [REDACTED]

b. The Parties acknowledge that the expectation is that [REDACTED] The Parents agree that effective with [REDACTED] school year [REDACTED] and the District shall have no [REDACTED] educational services, [REDACTED]

7. The Parties enter into this Agreement for settlement purposes only. Nothing contained in this Agreement, nor the fact that any party has signed this Agreement, shall be construed as an admission by any party as to any issue of fact or law that was or could have been in dispute between them.

8. 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 Parents 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. 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 the execution of this Agreement.

10. Except as otherwise required by law, the Parties agree that the agreement itself as well as all 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, except to their respective counsel. The Parties further agree that this Agreement shall not form part of [REDACTED] official student record, as such record is maintained by the District. Notwithstanding the foregoing, the Parties acknowledge and agree that the Parents, without breach of this Agreement may indicate that [REDACTED] enrolled at the School, 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 Parents may also, without breach of this Agreement, disclose the [REDACTED]

terms of the Agreement to their financial, educational and legal advisors, to their family members, and to the School.

11. This Agreement may not be amended or modified except by a writing signed by all parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

12. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, all of the remaining portions of this Agreement shall nevertheless remain in full force and effect.

13. This Agreement sets forth the entire and complete understanding agreement between the parties. No party is relying on any written or oral statement or representation not set forth herein. This Agreement may be executed in counterparts.

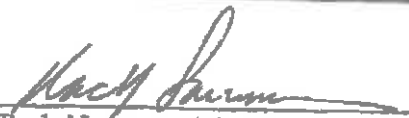
14. The District warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf. The Parents warrant and certify that they are the Parents of [REDACTED] and have the legal authority to make this agreement on [REDACTED] behalf, as well as their own.

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

16. The Parents shall [REDACTED] upon the execution of this Agreement by both Parties.

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

Dated: 2-15-14

  
Rachel Lawrence, Director of Special Education,  
duly authorized on behalf of the Bellingham  
Public Schools