

[REDACTED] /BOYLSTON and BERLIN-BOYLSTON PUBLIC SCHOOLS

CONFIDENTIAL SETTLEMENT AGREEMENT

This agreement is entered into by and between [REDACTED] (hereinafter "Parent"), individually and on behalf of [REDACTED] (hereinafter [REDACTED]), and the Boylston Public School (hereinafter "Boylston") and the Berlin-Boylston Public School (hereinafter, "Berlin-Boylston), referred to collectively as the "Parties."

In consideration of the settlement of this matter in lieu of a hearing before the Bureau of Special Education Appeals, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The term of this agreement is the summer of 2011, and the 2011-2012 and 2012-2013 school years, including the summer of 2012. ^{xl}
2. For the term of this Agreement, Berlin-Boylston agrees to fund [REDACTED] day placement [REDACTED] (hereinafter [REDACTED]). Berlin-Boylston will provide [REDACTED] with transportation to and from her home in [REDACTED] to [REDACTED].
3. If Berlin-Boylston determines that the transportation time between [REDACTED] home in [REDACTED] and [REDACTED] adversely impacts upon [REDACTED] education, the parent agrees to consider other placements that are geographically closer to [REDACTED] home in [REDACTED] including any in-district programs that Berlin-Boylston may propose. ^{xl} Under no circumstances will Berlin-Boylston fund a residential placement at [REDACTED] for [REDACTED] nor will the parent ask Berlin-Boylston to fund a residential placement for [REDACTED] either at [REDACTED] or elsewhere.

4. In the event that [REDACTED] leaves [REDACTED] for any reason during the term of this agreement, Berlin-Boylston will convene a Team meeting and propose a new placement for [REDACTED]. If the parent disagrees with the proposed placement, [REDACTED] placement pending appeal shall be the new placement proposed by Boylston.
5. This Agreement shall remain in effect so long as [REDACTED] and at least one legal guardian remains a resident of Berlin or Boylston, Massachusetts, subject to the provisions of M.G.L. c. 71B, s. 5.
6. During the term of this agreement, Berlin-Boylston will convene annual Team meetings for [REDACTED] and will complete [REDACTED] three year re-evaluation when it becomes due. Berlin-Boylston will issue IEPs designating placement as a day student at [REDACTED]. The IEP services will be consistent with the program and services delivered to [REDACTED] at [REDACTED].
7. This Agreement shall not constitute an admission by Berlin-Boylston as to any issues of fact or law that may have been in dispute between Boylston and the Parent. Berlin-Boylston enters into this Agreement for settlement purposes only.
8. 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 Parent and/or [REDACTED] for payment of attorneys' fees, independent evaluations, compensatory services and other costs and/or damages, concerning the provision of special education services to [REDACTED] from the date that [REDACTED] enrolled in Boylston up to the date of execution of this Agreement.

9. This Agreement and all of the terms of settlement of this dispute shall be confidential and the parties will maintain the confidentiality of this 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 to any person or entity except as follows: (a) as required in order to enforce the terms of the Agreement, or (b) to anyone with a need to know such information according to applicable rules, regulations or statutes, including the Department of Elementary and Secondary Education, and any public officials who must process or approve this Agreement and any payments made hereunder. Notwithstanding the foregoing, the parties may make the following statement, in essence: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties."

9. This Agreement is the entire agreement between the parties, and is intended to take effect as a sealed instrument upon execution by all parties. This Agreement shall be amended only in writing signed by all the parties.

10. [redacted] hereby warrants that she is the parent and legal guardian of [redacted] [redacted] with full power and authority to sign this agreement on [redacted] behalf as well as on [redacted] own behalf. Berlin-Boylston hereby warrants that its undersigned representative, [redacted] [redacted] has full power and authority as the Director of Pupil Personnel Services to sign this agreement on its behalf.

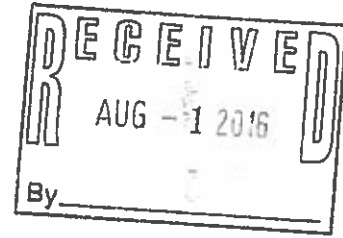
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Date

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Date

Director of Pupil Personnel Services
Boylston Public Schools

District

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



CONFIDENTIAL SETTLEMENT AGREEMENT

[REDACTED] v. Berlin-Boylston Regional School District
[REDACTED]

This Agreement is made by and between [REDACTED] ("Parents"), individually and on behalf of their [REDACTED] ("Student"), and the Berlin-Boylston Regional School District ("District"), 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 Student.

WHEREAS Student 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 in [REDACTED]

WHEREAS the District has the responsibility of arranging the provision of special education and related services for Student;

WHEREAS, the Parents unilaterally placed Student at the [REDACTED] MA ("School") in September 2015 and subsequently filed a hearing request at the Bureau of Special Education Appeals ("BSEA") seeking reimbursement and prospective funding for this placement;

WHEREAS, it is the District's position that the in-district placement that the Team proposed for the Student for the 2015-2016 and 2016-2017 school years is reasonably calculated to provide Student 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 proceed to hearing at the 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 Parents and/or 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 that the District had or

now has to provide a free appropriate public education to 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 the execution of this Agreement.

2. Reimbursement for the 2015-2016 school year. Upon receipt of proof of payment from the Parents in the form of cancelled checks and/or invoices from the School marked "paid in full," the District will reimburse the Parents in the amount of the DESE approved Per Pupil Expenditure for the District for the 2015-2016 school year. If that rate is not available at the time that reimbursement is due, the District will reimburse the Parents in the amount of the most current Per Pupil Expenditure rate and subsequently reimburse any additional sum, if any is due, once the current Per Pupil is published. Said payment will be made within sixty (60) days of receipt of the required documentation. The Parents are fully responsible for the balance of the tuition at the School as well as any and all other costs associated with Student's placement at the School for the 2015-2016 school year.

3. Reimbursement for the 2016-2017, 2017-2018, 2018-2019 and 2019-2020 school years. Upon receipt of proof of payment from the Parents in the form of cancelled checks and/or invoices from the School marked "paid in full," which the parents shall submit to the District between July 1 and July 15 following the end of each school year, the District will reimburse the Parents in the amount of the DESE approved Per Pupil Expenditure for the District each of these school years. If that rate is not available at the time that reimbursement is due, the District will reimburse the Parents in the amount of the most current Per Pupil Expenditure rate and subsequently reimburse any additional sum, if any is due, in the next year's payment. Said payments will be made within sixty (60) days of receipt of the required documentation. The Parents are fully responsible for the balance of the tuition at the School as well as any and all other costs associated with Student's placement at the School for these school years.

4. Except as specifically stated herein, the Parties agree that the tuition reimbursements outlined in paragraph 2 and 3 of this Agreement, fully and finally discharge the District's responsibility to provide Student with a free, appropriate public education for the years covered during the Term of this Agreement.

5. Transportation. The Parents are fully responsible for the provision and funding of Student's transportation to and from [REDACTED] home in [REDACTED] to the School during the Term of this Agreement.

6. During the Term of this Agreement, the District will not hold Team meetings for the Student, evaluate the Student or propose IEPs for the Student except as described herein in paragraph 9 of this Agreement.

7. The District makes no assurances as to whether the Student will receive a free, appropriate education in the least restrictive environment, including the provision of

transition services, while the Student attends the School during the Term of this Agreement. The Parties agree to the Terms of this Agreement for settlement purposes only.

8. At the end of the 2019-2020 school year, the Student will accept her diploma from the School and the District's obligation to deliver Student a free, appropriate public education shall terminate. Any educational services provided to Student after the end of the 2019-2020 school year shall be the full responsibility of the Parents to provide and fund, subject to the provisions of Paragraph 9 below.
9. If during the Term of the Agreement, but prior to the expiration of the Agreement, (a) the Student becomes permanently separated from the School due to an unforeseen change in her educational needs; (b) the School expels the Student or otherwise terminates the Student's enrollment; or (c) the Parents conclude that the School cannot meet the Student's needs and withdraw her from the School, the District will convene a Team meeting, determine eligibility and, if eligible, propose a new placement for the Student for the remainder of the Term of the Agreement. Should any dispute arise as to the proposed placement under this paragraph of the Agreement, the Parties agree that the Student's placement pending appeal or "stay-put" shall be the placement proposed by the Team at this meeting for the remainder of the Term of this Agreement. In the event that there is a material and substantial change in the Student's disability or current diagnosis so that she requires more extensive services and the Team is reconvened pursuant to this Paragraph 9, the Student's right to receive special education services may extend beyond the Term of this Agreement, subject to the provisions of state and federal laws governing eligibility for special education services.
10. 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 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 Student, through the date of the execution of this Agreement.
11. This Agreement shall remain in effect so long as Student and at least one Parent remain residents of the District subject only to the so-called Move-In Law, M.G.L. c.71B, s. 5
12. 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.

13. 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 Student is 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, without breach of this Agreement, disclose the terms of the Agreement to their immediate family members, to their financial, educational and legal advisors, and to the School.
14. Complete Agreement. 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 amended only in writing signed by all the Parties. This Agreement may be executed in counterparts. Each executed Agreement shall be considered an original.
15. 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:





Director of Pupil Personnel Services
Berlin-Boylston Regional School District

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