

WESTON  
PUBLIC SCHOOLS

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DR. JOHN BRACKETT  
SUPERINTENDENT OF SCHOOLS

NOV 30 2015  
November 25, 2015

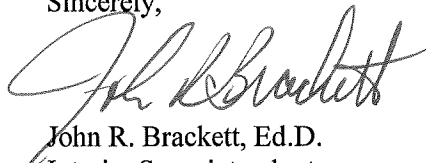
Peter F. Carr, II  
Eckert Seamans Cherin & Mellott, LLC  
Two International Place, 16<sup>th</sup> Floor  
Boston, MA 02110

Re: Response to November 3, 2015, Public Records Request

Dear Mr. Carr:

We are in receipt of the check for \$174.54 to search and redact agreements that your client, Michael Champa, has requested. Please find enclosed copies of redacted agreements as requested of “[a]ll agreements entered into between Weston and parents or guardians of public school students of Weston concerning out of district educational placements...payment of or funding for special education services or supports at an approved private school or program...and...concerning the settlement of any dispute...involving funding for or payment of special education services or supports at an out of district placement to include an approved private school or program, including all settlement agreements...for school years 2012 through 2015.” Other agreements applicable to the period of time indicated have been disclosed to you in a previous conveyance of documents.

Sincerely,



John R. Brackett, Ed.D.  
Interim Superintendent

Cc: Dr. Marguerite Connolly, Director of Student Services  
Doris R. MacKenzie Ehrens

[REDACTED]

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between [REDACTED]

[REDACTED] (hereinafter "the Parents"), individually and on behalf of their [REDACTED]

[REDACTED] and the Weston Public Schools (hereinafter "Weston").

In consideration of the settlement of the dispute between the parties in lieu of a hearing and of the mutual covenants herein contained, the parties agree as follows:

1. This Agreement covers the regular 2012-2013 and 2013-2014 school years and [REDACTED]
  
2. For the period specified in paragraph 1 hereof,, Weston agrees to fund [REDACTED] school placement at the approved OSD public rate a [REDACTED] Weston shall issue tuition payments directly to [REDACTED] upon receipt of periodic invoices in accordance with the terms of this Agreement. Weston also agrees to reimburse the Parents up to \$4,825.00 for educational services consisting [REDACTED] [REDACTED] ) during [REDACTED] 2012, commencing in [REDACTED] 2012. The parties agree that [REDACTED] may continue into September 2012. Said services shall be provided by qualified pre-approved service providers at a pre-approved rate and on a pre-approved schedule. The Parents shall obtain pre-approval of the 2012 [REDACTED] services from Susan Strong, Weston's Director of Student Services. [REDACTED] service providers agree to provide Weston with a progress report at the conclusion of the provision of the [REDACTED] Before submitting any request for reimbursement, Parents shall provide Weston with the required progress report(s) and

documentation of actual dates of service. The failure to provide or implement [REDACTED] 2012 services shall not constitute a breach of this Agreement.

All additional fees, costs, and other expenses associated [REDACTED] or the provision of services for [REDACTED] 2012 shall be the responsibility of the Parents.

3. For the period specified in paragraph 1 of this Agreement, the Parents agree to provide all transportation [REDACTED] as well as all transportation to and from service providers for [REDACTED] of 2012 and [REDACTED] of the 2012-2013 school year. Weston agrees to reimburse the Parents for mileage [REDACTED] [REDACTED] Reimbursement will be at the then-current standard mileage rates published by the United States Department of Internal Revenue ("IRS") for the use of a car for business miles driven, currently 55.5 cents per mile. Weston agrees to reimburse the Parents on a monthly basis within thirty (30) days of receipt of documentation [REDACTED]

4. Weston agrees to write IEPs in collaboration [REDACTED] Parents through the TEAM process [REDACTED] placement for the regular 2012-2013 and 2013-2014 school years in the fall of each school year.

5. The parties agree that the TEAM will reconvene in the spring of 2014 to develop an IEP and determine placement for [REDACTED] for the 2014-2015 school year.

6. In the event of a dispute over the [REDACTED] IEP and placement for the 2014-2015 school year, the parties agree (a) to proceed promptly to the Bureau of Special Education Appeals to resolve such dispute and (b) [REDACTED] placement pending appeals will [REDACTED]

7. [REDACTED] or it is contemplated [REDACTED] will leave [REDACTED] [REDACTED] for any reason prior to the end of the 2013-2014 school year, the Parents will notify Weston in writing. Within fifteen (15) school days of receipt of such notice, Weston will convene a TEAM Meeting to develop a new IEP [REDACTED]. In the event of a dispute with respect to the terms of such IEP [REDACTED] stay put placement pending appeals will be a [REDACTED] school placement, in accordance with applicable law and regulations.

8. The parties acknowledge that the terms contained within this Agreement constitute Weston's full obligation to provide [REDACTED] a free appropriate public education for the 2012-2013 and 2013-2014 school years, except as provided in paragraph 7.

9. This Agreement shall not constitute an admission by Weston that [REDACTED] [REDACTED] constitutes the least restrictive and/or most appropriate placement [REDACTED]. This Agreement shall not constitute an admission by the Parents regarding any issues that were or may have been in dispute between the parties. Weston and the Parents agree to this arrangement for settlement purposes only.

10. The parties to this Agreement understand and acknowledge that the financial terms of this Agreement are strictly confidential. Any unauthorized disclosure of the financial terms by the Parents without the express written consent of Weston is strictly prohibited. The Parents may disclose financial information contained herein [REDACTED] to financial and legal advisors as such disclosure is necessary for personal financial and legal matters, and to any state or federal taxing authority if required by the taxing authority. Weston may disclose the terms and conditions to its attorneys and fiscal and administrative personnel, or if required to do so by local, state, or federal regulation.


Disclosure of the terms and conditions of this Agreement shall not constitute a breach of this Agreement if the disclosure is made pursuant to an order of an administrative agency or court of competent jurisdiction. In response to any and all other inquiries about the settlement of this dispute, the parties shall simply state, in substance, that "we have reached a mutually agreeable confidential agreement and [REDACTED]"

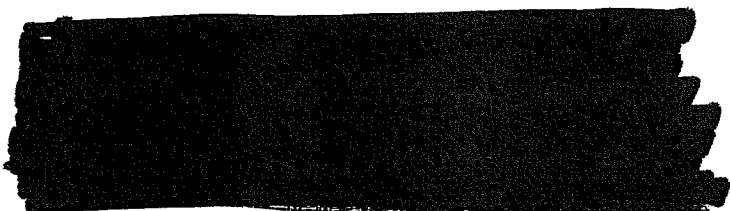
11. Except as otherwise provided in this Agreement, and except to enforce the terms of this Agreement, the parties agree to release and forever discharge each other from all debts, demands, actions, causes of action, suits, liabilities, claims of procedural violations, and any and all claims of any kind by any party for reimbursement of any past tuition, payment of attorneys' fees, and other costs and/or damages concerning the provision of transitional planning services and special education services [REDACTED] up to the date of the execution of this Agreement.

12. The parties to this Agreement understand and acknowledge that they are waiving specific rights which accrue to them pursuant to M.G.L. Ch. 30A and 71B, 20 U.S.C. §§1400 et seq., and Section 504 of the Rehabilitation Act of 1973 up to the date of the execution of this Agreement.

13. This Agreement is the entire agreement between the Parents and Weston with respect to the subject matter hereof and is intended to take effect as a sealed instrument upon execution by all parties.


The Parties have executed this Settlement Agreement in two (2) duplicate originals as indicated below.

 2012  
Date \_\_\_\_\_



  
Date \_\_\_\_\_



 12  
Date \_\_\_\_\_

Cmah  
Cindy Mahr, Assistant Superintendent for  
Finance and Operations

[REDACTED]

SETTLEMENT AGREEMENT

This Agreement is entered into by and between [REDACTED] "Parents") and [REDACTED] and the Weston Public Schools ("Weston" or "the District"). In consideration of the settlement of this matter, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. This Settlement Agreement covers the 2012-2013 and 2013-2014 school years only.

2. For the life of this Agreement, Weston agrees to pay \$15,000 per year towards [REDACTED] tuition [REDACTED]

[REDACTED] For the 2012-2013 school year, payment will be made to the Parents as a reimbursement. For the 2013-2014 school year, payment will be made directly to [REDACTED]

3. All other costs associated with [REDACTED] placement at [REDACTED] including transportation, fees, and any annual tuition costs in excess of \$15,000, shall be borne by the Parents.

4. For the 2012-2013 and 2013-2014 school years, the [REDACTED] will administratively develop IEPs [REDACTED] which will be reviewed and issued by Weston. Accordingly, the parties mutually agree to waive Team Meetings for annual review and IEP development during the life of this Agreement.

5. In the event [REDACTED] ceases to attend [REDACTED] before the conclusion of the 2013-2014 school year, for any reason, the parties agree that Weston shall reconvene the Team as soon as possible. The Team shall propose a new placement for

[REDACTED] In the event of a dispute regarding Weston's proposal for placement, both parties agree to proceed promptly to the Bureau of Special Education Appeals to resolve such placement dispute. Pending resolution of such dispute [REDACTED] placement pending appeal shall be identified as the placement most recently proposed by the Weston Team.

6. This Agreement is for the purposes of settlement only. It does not constitute an admission by Weston that [REDACTED] is the least restrictive environment in which [REDACTED] can receive a free and appropriate education, nor does it reflect an understanding that Weston is not capable of providing [REDACTED] with a free and appropriate public education.

7. This Agreement is contingent upon Weston remaining the school district programmatically and fiscally responsible [REDACTED] education, subject to the provisions of M.G.L., c. 71B, § 5; 603 CMR 28.10; and case law from the Bureau of Special Education Appeals interpreting those provisions.

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 [REDACTED]

9. 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, financial advisors, and [REDACTED]. The parties further agree that this



Agreement shall not form part [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 [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 both parties.

10. The parties to this Agreement understand and acknowledge that they are waiving specific rights which have or might accrue to them pursuant to 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; and Section 504 of the Rehabilitation Act of 1973.

11. This Agreement may not be amended or modified except by a writing signed by all parties. If any provision of this Agreement is 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.

12. This Agreement is the entire agreement between the Parents and [redacted] and Weston, and it is intended to take effect as a sealed instrument upon execution by all parties.

[redacted] 13  
Date: \_\_\_\_\_

[redacted] 13  
Date: \_\_\_\_\_

[redacted] 13  
Date: \_\_\_\_\_

[redacted] 13  
Date: \_\_\_\_\_

[Large redacted signature block]

Cindy Mahr  
Cindy Mahr, Assistant Superintendent of Finances,  
Weston Public Schools