

# DUDLEY-CHARLTON REGIONAL SCHOOL DISTRICT

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68 Dudley-Oxford Road  
Dudley, Massachusetts 01571

**Gregg J. Desto**  
*Superintendent of Schools*

**Richard J. Mathieu**  
*Director of Finance and Operations*

**Jody A. O'Brien**  
*Administrator of Special Needs*

**Lorinda C. Allen**  
*Director of Curriculum and Student Assessment*

October 24, 2016

Mr. Jorge Manuel Teixeira

Dear Mr. Teixeira:

In response to your request for “settlement agreements entered into by your School District with parents and guardians, from January 1, 2011 through today, relative to the provision of special education services and/or educational placement(s) for students with disabilities, redacted of all personally identifying information,” I have enclosed a settlement agreement that has been redacted of personally identifiable information that is exempt from disclosure under Exemption A and Exemption C of the Public Records Law.

To the extent you object to the redaction of personally identifiable information, you may appeal this response by sending a written request to The Office of the Supervisor of Public Records, Secretary of the Commonwealth, One Ashburton Place, Room 1719, Boston, MA 02108.

Sincerely,

A handwritten signature in black ink that reads "Gregg J. Desto".

Gregg Desto  
Superintendent of Schools

[REDACTED] & Dudley-Charlton Regional School District  
[REDACTED] School Years (Grades [REDACTED])

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (hereinafter AGREEMENT) is made by and between [REDACTED] of [REDACTED] Massachusetts (PARENT), acting for [REDACTED] and [REDACTED] child, [REDACTED]), and the Dudley-Charlton Regional School District (DUDLEY-CHARLTON), hereinafter sometimes referred to collectively as "the Parties."

WHEREAS DUDLEY-CHARLTON has proposed an Individualized Education Program ("IEP") that proposes an in-district placement for [REDACTED] and whereas PARENT has rejected that placement and seeks a publicly funded placement at the [REDACTED]

WHEREAS the Parties wish to resolve the dispute regarding [REDACTED] educational programming and placement by mutual agreement, expeditiously without the time, cost and uncertainty of litigation;

NOW THEREFORE, PARENT and DUDLEY-CHARLTON, in full consideration of the exchange of promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, agree as follows:

1. Parent Selected [REDACTED] PARENT acknowledges that DUDLEY-CHARLTON has not recommended [REDACTED] for [REDACTED] and has not provided PARENT with any information about [REDACTED] PARENT further acknowledges and agrees that DUDLEY-CHARLTON is not a guarantor or insurer of the quality or quantity of services, programs, and/or supervision provided by [REDACTED]

2. Tuition & Transportation. For the sole purpose of resolving the dispute between the Parties, DUDLEY-CHARLTON agrees to reimburse PARENT for [REDACTED] tuition payments for [REDACTED] day school placement at the [REDACTED] for grades [REDACTED] ([REDACTED] school years), with the understanding that the annual school year tuition [REDACTED] is \$37,554.40 and which is expected to increase slightly in subsequent school years. DUDLEY-CHARLTON will reimburse PARENT within 14 days of receipt of proof of payment (i.e. cancelled checks, credit card receipts, receipts from [REDACTED] or its fiscal agent, [REDACTED], etc.), with the understanding that proof of payment must be submitted prior to June 30 each school year. DUDLEY-CHARLTON also agrees to provide [REDACTED] with round-trip transportation between [REDACTED] home in [REDACTED] Massachusetts and [REDACTED], with the understanding that PARENT is responsible for any transportation associated with [REDACTED]'s participation in [REDACTED] offerings that are in addition to [REDACTED] school day program. PARENT waives the requirement for DUDLEY-CHARLTON to develop Individualized Education Programs for [REDACTED] for the school years covered by this AGREEMENT.

3. Summer Programming. For the summers of [REDACTED], DUDLEY-CHARLTON agrees to fund [REDACTED]'s participation in a [REDACTED] week session [REDACTED] a [REDACTED] located in [REDACTED] with the understanding that DUDLEY-CHARLTON will pay [REDACTED] directly. For the summer of [REDACTED] only, DUDLEY-CHARLTON also will provide [REDACTED]

4. Limitation on DUDLEY-CHARLTON'S Obligations. DUDLEY-CHARLTON'S obligations as set forth above in Paragraph 2 & 3 above continue only so long as (a) [REDACTED] remains enrolled in, and, subject to ordinary excused absences, is in attendance at [REDACTED] and (b) [REDACTED] and PARENT continue to reside in the Dudley-Charlton Regional School District.

5. Additional Costs/Services. PARENT specifically acknowledges that this AGREEMENT fully discharges DUDLEY-CHARLTON'S obligation under all federal and state laws to provide a free appropriate public education to [REDACTED] for the [REDACTED] school years as long as [REDACTED] continues to attend [REDACTED] pursuant to this AGREEMENT. Except as provided below in Paragraph 6 and Paragraph 7.a., PARENT waives any right [REDACTED] may have under state or federal laws to seek any other funding, reimbursement, or services from DUDLEY-CHARLTON for any private school, special education, regular education, evaluations, extended day services, extended year/summer services, tutoring, related services, and/or transition planning/services for [REDACTED] for the school years covered by this AGREEMENT.

6. Evaluations. The Parties agree that [REDACTED]'s next three-year re-evaluation will be conducted in the spring of [REDACTED].

7. Future Placements/Evaluations.

a. At any time prior to the end of the [REDACTED] school year, if there is a catastrophic change in [REDACTED]'s functioning or if [REDACTED] is required to leave by [REDACTED] administration, PARENT will so inform DUDLEY-CHARLTON in writing and, as long as [REDACTED] continues to reside in DUDLEY-CHARLTON or is otherwise subject to DUDLEY-CHARLTON'S legal obligation to provide for [REDACTED]'s education, DUDLEY-CHARLTON shall have responsibility for providing [REDACTED] and [REDACTED] PARENT with all rights afforded to students with special needs who reside in DUDLEY-CHARLTON, including but not limited to the convening of a Team meeting and developing of an IEP. Should there be a disagreement regarding [REDACTED]'s placement, [REDACTED] placement pending appeals/ "stay put" placement shall be a mutually agreed upon private or public day school program. For purposes of this Agreement, "catastrophic change in circumstances" is defined as the occurrence of an event that causes [REDACTED] serious and prolonged physical or emotional injury resulting in a material and substantial change in [REDACTED]'s functioning. PARENT hereby consents to DUDLEY-CHARLTON conducting any evaluations it deems reasonably necessary to prepare an IEP or otherwise respond as provided in this paragraph. Any such evaluation shall be preceded by proper notice to PARENT, specifying the types of assessments DUDLEY-CHARLTON proposes to

conduct. PARENT retains all rights [REDACTED] may have to seek independent evaluations at DUDLEY-CHARLTON's expense in response to any such evaluation.

b. If, as anticipated, [REDACTED] continues to attend [REDACTED] as the end of the [REDACTED] school year is approaching and continues to reside in DUDLEY-CHARLTON, then [REDACTED]'s Team will convene in [REDACTED] to develop an IEP with a start date in [REDACTED]. Should there be a disagreement about the proposed IEP and placement, [REDACTED]'s placement pending appeals/ "stay put" placement shall be a mutually agreed upon private or public day school program.

8. Information Sharing. PARENT hereby consents to [REDACTED] providing [REDACTED]'s student records directly to DUDLEY-CHARLTON. PARENT also agrees that representatives from DUDLEY-CHARLTON and [REDACTED] may communicate with each other concerning [REDACTED]

9. No Admission. This AGREEMENT is for the purpose of settling the dispute between the Parties only. This AGREEMENT does not constitute an admission by either party on any of the issues that may have been in dispute between the Parties.

10. General Release. This AGREEMENT shall constitute a full settlement and release of all claims that exist or may exist between the Parties relating to [REDACTED]'s regular education, special education, related services, and transition planning/services since [REDACTED] began residing in DUDLEY-CHARLTON through the date this AGREEMENT is fully executed. Without limiting the foregoing, PARENT, [REDACTED], specifically waives all rights against DUDLEY-CHARLTON, their officers (both elected and appointed), agents, employees, and/or attorneys that have accrued, or might have accrued, to them and/or [REDACTED] under M.G.L. c. 30A (the Administrative Procedure Act), 71, 71B ("Chapter 766"), 76; 20 U.S.C. §§ 1400 *et seq.* ("IDEA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 1983, and any and all related acts, laws, and regulations through the date this AGREEMENT is fully executed. As used herein, "full settlement and release of all claims" shall include all claims for special education and related services, compensatory services, attorney's fees and all other claims for costs, expenses, and damages.

11. Confidentiality. Except as necessary to enforce its terms or as required by law, subpoena or administrative/judicial order, the Parties agree that the terms of this AGREEMENT will be kept confidential and private between them; that is, neither party will disclose any aspect of it to anyone else. In the event either party is asked about the dispute, they shall tell all others that the dispute was settled in a manner satisfactory to both parties. The Parties may, without breach of this Paragraph, disclose the terms of the AGREEMENT to their educational, legal and financial advisors and [REDACTED] representatives, to the extent necessary for such individuals to perform their professional duties and so long as each individual commits to keeping such terms confidential. In addition, PARENT may disclose the terms of the AGREEMENT to family members who agree to be bound by the terms of this paragraph. The Parties may, without breach of this AGREEMENT, disclose that [REDACTED] is a student at [REDACTED]. The Parties also may, as they deem necessary or desirable, seek to introduce copies of this AGREEMENT as an

exhibit in administrative or judicial proceedings in furtherance of their rights and obligations pursuant to General Laws Chapter 30A and 71B and 20 U.S.C. Sec. 1400 et seq., as they relate to [REDACTED]. If asked by any third party, the Parties shall say only that the dispute was resolved to their mutual satisfaction.

12. Acknowledgment. The Parties to this AGREEMENT hereby acknowledge that they had the opportunity to consult with an attorney or other representative of their choice throughout these proceedings, that they have read this entire AGREEMENT, and signed this AGREEMENT voluntarily with full understanding of its terms and without any other inducements or promises except for those set forth herein.

13. Certification. [REDACTED] hereby warrants and certifies that [REDACTED] is the parent [REDACTED] of [REDACTED], with full power and authority to sign this AGREEMENT on [REDACTED]'s behalf as well as on [REDACTED] behalf. Judy O'Brien hereby warrants and certifies that she is the Administrator of Special Needs for the Dudley-Charlton Regional School District and has full and power and authority to sign this AGREEMENT on behalf of the Dudley-Charlton Regional School District.

IN WITNESS WHEREOF, the Parties hereby sign and seal two (2) copies of this AGREEMENT.

[REDACTED] \_\_\_\_\_ SEAL [REDACTED]  
Date \_\_\_\_\_

*Judy O'Brien* \_\_\_\_\_ SEAL [REDACTED]  
Judy O'Brien \_\_\_\_\_ Date \_\_\_\_\_  
Administrator of Special Education