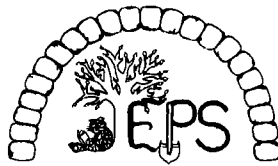


Andrew Keough
Superintendent

Lisha Cabral
Assistant Superintendent



EASTON PUBLIC SCHOOLS

Marilyn Gordon
Director of Business
David Twombly
Director of Operations
Theresa Skinner
Director of Special Services

October 24, 2016

Mr. Jorge Manuel Teixeira

Dear Mr. Teixeira,

This letter is written in response to your request dated October 14, 2016 and received by the Easton Public Schools on October 14, 2016, which seeks settlement agreements the District entered into with parents/guardians regarding the sharing of costs for out-of-district placements for the time period of January 1, 2011 through October 14, 2016.

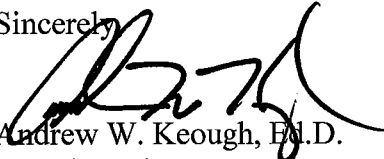
I am enclosing copies of the settlement agreements for the requested time period. Please note that the agreements have been redacted to eliminate personally identifiable information that is exempt from disclosure under Exemption A and Exemption C of the Public Records Law.

In determining which information in the agreements is considered personally identifiable information, the District took into consideration the fact that only two agreements exist within this time period. Based on that, it is reasonable to believe that a student could be personally identified should certain information be given. Therefore, please note that the following information has been redacted:

- Student name and date of birth
- Parent/guardian name
- Pronouns referring to the student and/or parent/guardian
- The name of the school
- The time period of the agreement
- The specific cost of the school
- The type of school
- Any notations regarding the student's disability

Please let me know if you have any questions. Thank you.

Sincerely,


Andrew W. Keough, Ed.D.
Superintendent

SETTLEMENT AGREEMENT

This Settlement Agreement dated as of this [REDACTED] is between the Easton Public Schools ("Easton" or "the District") and [REDACTED] (Parents). Parents and Easton have had a dispute regarding appropriate programming for [REDACTED] ("Student"). Parents and Easton feel it to be in their best interests and Student's to resolve these issues. Easton and the Parents have therefore reached this Agreement in resolution of all outstanding matters.

Now, therefore, in consideration of the promises and of the mutual undertakings hereinafter set forth, Easton and the Parents hereby agree as follows:

1. The parties agree that Student is a student with special needs and is eligible for special education services.
2. Placement: The District will place [REDACTED] at the [REDACTED] School [REDACTED] with OSD approved rate tuition for the [REDACTED] school year.
3. The district will also reimburse parents for the cost of [REDACTED] placement at [REDACTED] for the [REDACTED] school year at the OSD rate [REDACTED] for that year. Payment shall be made within 60 days of the signing of this agreement.
4. Parents will be responsible for transportation and summer programming for both years. Parents agree to not seek any reimbursement from Easton for transportation or summer programming for the term of this agreement.
5. This agreement will run through [REDACTED]
6. The District shall administratively produce a Placement Page and Service Delivery Page calling for the [REDACTED] placement within 5 school days of the signing of this agreement. In the [REDACTED] the District in cooperation with the [REDACTED] shall administratively develop an IEP that is consistent with this agreement. The parties concur that this agreement shall be incorporated by reference into [REDACTED] IEP and shall be enforceable by the Bureau of Special Education Appeals.
7. For the duration of this agreement, the Easton Public Schools will have no financial or programmatic responsibility for any regular or special education for Student, including but not limited to convening TEAM meetings, conducting evaluations, providing related services, providing transitional planning or transitional services or extended year programming, beyond the responsibilities set forth in this agreement.
8. The District will convene a team meeting by [REDACTED] and present a proposed IEP to parents on or before [REDACTED]. If the parties are unable to agree on an IEP and placement, the Parties agree that the 'stay put' placement or placement

16. Parties Authority. [REDACTED] hereby warrant and certify that they are the PARENTS of [REDACTED] with full power and authority to sign this AGREEMENT on their own behalf and on behalf [REDACTED] EASTON hereby warrants that its undersigned representative has full power and authority to sign this Agreement on its behalf and to commit the funds set forth in this Agreement.

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (hereinafter AGREEMENT) is made by and between [REDACTED] of Easton, Massachusetts (PARENT), acting for [REDACTED] child, [REDACTED] (STUDENT), and the Easton Public Schools (EASTON), hereinafter sometimes referred to collectively as "the Parties."

WHEREAS EASTON proposed an Individualized Education Program ("IEP") for the STUDENT, and whereas PARENT rejected the proposed IEP and sought placement at [REDACTED]

WHEREAS the Parties wish to resolve the disputes regarding STUDENT'S educational programming and placement by mutual agreement, expeditiously without the time, cost and uncertainty of litigation;

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

1. IEP Development. For the sole purpose of resolving the dispute between the Parties, EASTON agrees to administratively develop an IEP placing STUDENT as a [REDACTED] student at [REDACTED] for the remainder of the [REDACTED] and [REDACTED]. The PARTIES agree to waive the requirement of convening a Team to develop the IEP for the [REDACTED]. EASTON will administratively revise the IEPs for each school year placing the STUDENT as a [REDACTED] student [REDACTED].

2. Tuition Costs. The Parties agree to the following regarding tuition for the [REDACTED] school years:

(a) For the remainder of the [REDACTED] EASTON will pay directly to [REDACTED] the total OSD [REDACTED] tuition rate. PARENTS will reimburse EASTON the difference between the pro-rated [REDACTED] rate and EASTON's pro-rated contribution amount based on an annual total contribution amount of \$60,000.00. Parents will reimburse Easton within thirty days of the execution of this AGREEMENT.

(b) For the [REDACTED] EASTON will pay directly to [REDACTED] the total OSD [REDACTED] tuition rate. PARENTS will reimburse EASTON the difference between the [REDACTED] rate and EASTON's total contribution of \$60,000.00 plus any increase in the OSD [REDACTED] tuition rate. Parents will reimburse Easton by September 1st of each of the named school years.

3. Transportation. PARENT agrees to provide all transportation to and from

[REDACTED] for the [REDACTED] PARENTS agree to not seek reimbursement for transportation.

4. Limitation on EASTON'S Obligation. EASTON'S obligation to develop IEPs and fund tuition for the [REDACTED] school years, as set forth in Paragraphs 1-3 above, continues only so long as (a) STUDENT remains enrolled in, and, subject to ordinary excused absences, is in attendance at [REDACTED] and (b) STUDENT and PARENT or STUDENT'S legal guardian remain residents of EASTON, subject, however, to the requirements of M.G.L. c.71B, § 5.

5. Additional Costs/Services. Except for the tuition to be paid by EASTON as provided in Paragraph 2 of this AGREEMENT, PARENT will be responsible for any and all costs and services associated with Student's education at [REDACTED] for each of the [REDACTED] including, but not limited to, any costs associated with attendance at private or public schools, extended school day, home services, MCAS tutoring, test preparation courses, transition planning or services, consultation, related services, and assistive technology. So long as student attends [REDACTED] pursuant to this AGREEMENT, PARENT specifically waives any rights [REDACTED] may have to seek additional costs or services from EASTON during the named school years and will hold EASTON harmless and indemnify EASTON against any liability, judgment, legal fees or other costs or expenses arising out of claims by [REDACTED] or any third party for payment of tuition costs in excess of the amounts agreed to be paid by EASTON hereunder.

6. Possible Future Placements/Evaluations. The PARTIES agree to waive the requirement of EASTON conducting a three year re-evaluation or any independent educational evaluations except in accordance with the terms below.

(a) If, for any reason, STUDENT does not remain enrolled in, and in attendance at, [REDACTED] prior to [REDACTED] or if PARENT informs EASTON in writing that they believe the [REDACTED] cannot meet the STUDENT'S needs and STUDENT and PARENT remain residents of EASTON, then EASTON shall be responsible for convening the Team and developing an IEP. EASTON agrees to convene a Team within ten (10) school days of Parent's notice.

(b) PARENT hereby consents to EASTON'S evaluation of STUDENT in order to prepare an IEP in accordance with this paragraph. Any such evaluation shall be preceded by proper notice to the PARENT, specifying the types of assessments EASTON proposes to conduct. PARENT retains the right, in response to such notice, to give or refuse consent to particular proposed assessments, provided, however, that such consent shall not be unreasonably withheld. PARENT retains all rights [REDACTED] may have to seek independent evaluations at EASTON'S expense in response to any such evaluation. EASTON agrees to provide the PARENT with copies of its evaluation reports at least two business days prior to any Team meeting held to discuss such reports. Nothing contained herein shall prevent the PARENT from placing STUDENT unilaterally in a private program at [REDACTED] own expense and seeking full reimbursement from EASTON.

(c) STUDENT's IEP Team shall convene prior to [REDACTED] to discuss placement for the [REDACTED]. Easton agrees to furnish the PARENT with an IEP within ten (10) school days following such Team meeting. Should there be any disagreement regarding the STUDENT's placement, then subject to and conditioned upon EASTON's compliance with its obligations under this AGREEMENT, [REDACTED] placement pending appeals shall be the placement proposed by EASTON; provided, however, that nothing contained herein shall prevent the PARENT from placing STUDENT unilaterally in a [REDACTED] program as of the start of the [REDACTED] school year at [REDACTED] own expense and seeking full reimbursement from EASTON.

7. 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.

8. General Release. This AGREEMENT shall constitute full settlement and release of all claims that exist or may exist between the Parties relating to the STUDENT's regular education, special education, and related services since [REDACTED] became a resident of EASTON through the date this AGREEMENT is fully executed. More particularly, PARENT, on [REDACTED] own behalf and [REDACTED] minor child's behalf, specifically waives all rights against EASTON, its officers, both elected and appointed, agents, employees, and/or attorneys that have accrued, or might have accrued, to them and/or STUDENT with regard to the STUDENT'S regular education, special education, and related services 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 since STUDENT became a resident of EASTON through the date this AGREEMENT is fully executed. As used herein, "full settlement of all claims" shall include all claims for regular education, special education and related services, transportation, transition planning services, compensatory services, attorney's fees and all other claims for costs, expenses, and damages. EASTON agrees to waive any and all claims related to the STUDENT and [REDACTED] education that it may have against the PARENT through the execution date of this AGREEMENT

9. 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, with the exception of the Department of Elementary and Secondary Education as may be required. 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 to [REDACTED] 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 STUDENT attends [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 STUDENT.

10. 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.

11. [REDACTED] hereby warrants and certifies that [REDACTED] is the Parent and legal guardian of the STUDENT with full power and authority to sign this AGREEMENT on [REDACTED] behalf as well as [REDACTED] own, and [REDACTED] hereby warrants and certifies that [REDACTED] is the Director of Special Education for the Easton Public Schools and has full and power and authority to sign this AGREEMENT on behalf of the Easton Public Schools.

12. This AGREEMENT is the entire agreement between the Parties and is intended to take effect as a sealed instrument upon execution by both parties. This AGREEMENT shall be executed in duplicate by the Parties. Each executed AGREEMENT shall be considered an original.

13. This AGREEMENT may be amended or modified only 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.

14. 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.

IN WITNESS WHEREOF, the Parties hereby sign and seal four (4) copies of this AGREEMENT.