

CONFIDENTIAL SETTLEMENT AGREEMENT

This Settlement Agreement is made by and between [REDACTED] and [REDACTED] (“Parents”), individually and on behalf of their daughter, [REDACTED] (“Student”) and the Grafton Public Schools (“District”), known collectively as “the Parties.”

WHEREAS the 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 Grafton, MA;

AND WHEREAS the Parties wish to extend the currently executed agreement covering the 2017-2018 and 2018-2019 school years to include the following years: 2019-2020, 2020-2021, 2021-2022, and 2022-2023 (the Student’s 9-12 grade years);

AND WHEREAS the Agreement and subsequent Amendments covering the 2017-2018 and 2018-2019 school years remain intact and unchanged by the terms of this Agreement except that the Parties agree that the District will not complete evaluations of the Student during the 2018-2019 school year through the Clarke School and will not propose an IEP for the 2018-2019 school year given the terms of this agreement;

AND WHEREAS this Agreement covers the 2019-2020, 2020-2021, 2021-2022, and 2022-2023 years;

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Settlement. This Agreement is entered into in full settlement of any and all claims which Student and/or Parents has 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 which the District had or now has to provide a free appropriate public education in the least restrictive environment to the Student, including but not limited to the provision of regular and special education and/or related services, for any and all periods since she initially enrolled in the District up to the date of execution of this Agreement.
2. The District agrees to fund Student’s day placement at the Bancroft School (hereinafter “the School”) for the 2019-2020, 2020-2021, 2021-2022, and 2022-2023 years. (“Term of the Agreement.”) The District shall reimburse the Parents for the tuition parents pay for each of these four years within forty five (45) days of receipt of proof of payment from the Parents in the form of invoices marked paid in full and cancelled checks and or credit card statements evidencing Parents’ tuition payments to the School beginning for the 2019-2020 school year. The DISTRICT will not issue a Form 1099 report of miscellaneous income to the Internal Revenue for any of the sums that are reimbursed to the PARENTS. The Parents acknowledge and agree that all tax liability they may incur, if any, or that may become due to any governmental authority or taxing agency because of the pay of the sums provided for herein is solely their responsibility. The parents further agree to indemnify and hold harmless the Town of Grafton, Grafton Public Schools and the DISTRICT School Committee from any liability they might incur to any taxing authority arising out of any failure by the Parents or anyone acting on their behalf to pay taxes incurred or due because of the payment of these monies under this Agreement. If at any point during the Term of the Agreement, the Student becomes permanently separated from the School such that tuition is reimbursed to the Parents, the Parents shall remit said tuition reimbursement to the District assuming the District has already reimbursed the Parents as provided herein
3. In addition, the District agrees to reimburse the Parents for mileage at the state approved rate for transporting Student to and from the School to her home in Grafton for the Term of the Agreement. The District will reimburse one round trip per day for school days that the Student attends school. Once the Student receives her driver’s license and drives herself to and from school, the District shall have no further responsibility to provide mileage reimbursement.

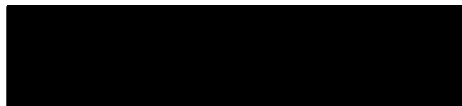
4. The District will send its teacher for the deaf to the School at a rate of 5 times per seven (7) day cycle for forty-five (45) minutes per session to provide direct service to the Student and/or consultation to his service providers at the School for the term of this Agreement.
5. The Parents understand and agree that they are fully responsible for any and all additional costs associated with Student's placement at the School during the Term of the Agreement other than the tuition and cost of transportation as described in paragraph 2 and 3 of this Agreement.
6. Summer Services. The District shall have no obligation to provide or fund summer services for the Student during the Term of the Agreement. Any services, programs, etc. that Student engages in over the summers shall be the full responsibility of the Parents to fund.
7. The Parties agree that the District shall not write IEPs for the Student and will not issue progress reports for the Student during the Term of the Agreement. If the School requires the District to issue a placement page, the District will issue a placement page that will read, "Bancroft School pursuant to settlement agreement." The District shall have the right to speak with Student's educational providers at the School and receive copies of her educational records from the School.
8. The District agrees that the Student will not take MCAS during the Term of the Agreement as the Student will be attending a private school.
9. Evaluations. The Clarke School for the Deaf will complete cognitive and achievement evaluations of the Student during the 2019-2020 school year. The District shall send an Evaluation Consent Form to the parents no later than September 15, 2019 for Evaluations to be completed no later than January 30, 2019. In addition, the District will complete a three-year re-evaluation of the Student during the course of the 2022-2023 school year by Clarke School for the Deaf, which will be completed no later than March 1, 2023. The Parties agree that none of these evaluation reports, either the ones completed during the 2019-2020 school year or those completed during the 2022-2023 school year, will be reviewed by the District through a Team meeting.
10. The Student will accept her high school diploma from the School at the end of the 2022-2023 school year. The Student will not be eligible to receive a diploma from the District. Upon acceptance of her high school diploma from the School, the Student's eligibility for special and general education services from the District, including but not limited to the provision of a free, appropriate public education (FAPE) shall terminate.
11. Should the Student become permanently separated from the School during the Term of the Agreement, the Parents shall so notify the District within ten (10) days and the District will convene a Team meeting for the Student and propose an IEP and placement. Should any dispute arise as to the proposed IEP and/or placement, the Parties agree that Student's stay-put or placement pending appeal shall be a DESE approved private day special education school.
12. No Admission. This Agreement is for the sole purpose of settling the dispute between the Parties and does not constitute an admission by either party on any of the issues that were or that may have been in dispute between the Parties, including the adequacy or appropriateness of any proposed or actual placement for the Student. Specifically, the District makes no assurances as to the qualifications and/or certifications of the teachers and staff at the School and/or the School's ability to deliver the Student a free, appropriate public education during the Term of the Agreement. By agreeing to the Terms of this Agreement, the District fully meets its obligation to deliver to the Student a free, appropriate public education.

13. This Agreement shall remain in effect so long as the Student and at least one Parent remain residents of Grafton, MA.

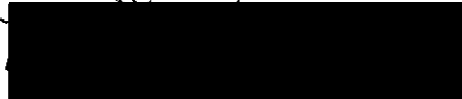
14. Confidentiality. This Agreement and all of the terms of settlement of this dispute shall be confidential and the parties and their attorneys will maintain the confidentiality of this settlement in the specific and general terms thereof. No disclosure of the facts or terms of the settlement or Agreement may be made or caused to be made by any party or their attorneys to any person or entity except as follows: (a) as required in order to enforce the terms of the Agreement, and (b) to anyone with a need to know such information according to applicable rules, regulations or statutes, including the DESE, school personnel, and any other public officials who must process or approve this Agreement and any payments made hereunder. The parties and their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties."

IN WITNESS THEREOF, the parties have executed this Settlement Agreement in two (2) duplicate originals as indicated below.

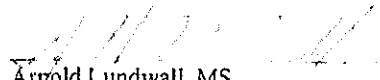
11/26/18  
Date

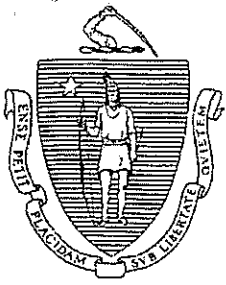


11/26/18  
Date



11/26/18  
Date

  
Arnold Lundwall, MS  
Special Education Administrator  
Grafton Public Schools



# The Commonwealth of Massachusetts Division of Administrative Law Appeals Bureau of Special Education Appeals

One Congress St, Boston, MA 02114

Telephone: 617-626-7250

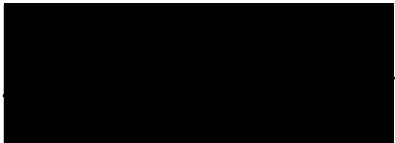
## Agreement Reached through Mediation

Student: [REDACTED]  
School District: Grafton Public Schools (the "District")  
Date: June 21, 2018  
BSEA #: 18-1809011

In a mediation session held on June 21, 2018 with BSEA Mediator Steve Lilly-Weber, the District and [REDACTED] Parents reached the following agreement:

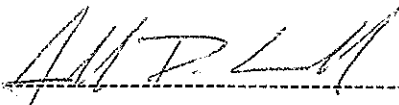
1. No later than June 29, 2018, the District will send to [REDACTED] Parents an Administrative IEP that includes, but is not limited to, the following components, which have been agreed:
  - a) Organization and written expression goal
  - b) Grid B services for ELA (6 x 45 minutes/cycle, co-taught class)
  - c) In the Additional Information session, identify that [REDACTED] will be assigned to a Flex Block classroom led by the same special education teacher who will be the ELA co-teacher
  - d) If there is agreement that the Flex Block/co-taught ELA class model is not successful, there will be the option to move [REDACTED] to an Academic Support model, which would mean that he would not continue in a foreign language.
  - e) This IEP will not include an accommodation for access to physical fidgets, nor will it include an OT consultation.
2. There are no "stay put" rights attached to this IEP, meaning that [REDACTED] eligibility for special education will end at the conclusion of the IEP period, unless there is agreement otherwise.
3. The Parties to this mediation will meet no later than mid-April to assess and review [REDACTED] progress in the 7<sup>th</sup> grade and make a determination about next steps.
4. Parents have the right to request a progress meeting at any time.

This agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and parent(s) have been voiced, and the parties whose signatures appear below have made the above agreement in good faith.



06/21/2018

Date



Arnold Lundwall, Special Education Administrator

6/21/2018

Date

Either party may contact the mediator if further clarification is needed about this agreement, or if s/he believes that the agreement is not being carried out.

Steven M. Lilly-Weber, Mediator  
Bureau of Special Education Appeals  
One Congress St  
Boston, MA 02114  
617-626-7296  
781-572-2644  
Steven.Lilly-Weber@state.ma.us

Student:



School District/Date: Grafton, 6/22/18

BSEA #: 1809011

Mediation Agreement, Page: 2 of 2



# The Commonwealth of Massachusetts Division of Administrative Law Appeals Bureau of Special Education Appeals

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One Congress St, Boston, MA 02114

Telephone: 617-626-7250

## Agreement Reached through Mediation

Student: [REDACTED] (the "Student")  
School District: Grafton Public Schools (the "District")  
Date: August 14, 2018  
BSEA #: 19-1900115

In a mediation session held on August 14, 2018 with BSEA Mediator Steve Lilly-Weber, the District and [REDACTED] Parents reached the following agreement:

1. For the 2018 – 2019 school year through August 2019 only, beginning on or about September 6, 2018, the District will fund the Student's attendance in a day program at the Crossroads School (Marlborough) and provide transportation, at the end of the school day, from Crossroads to the Student's home.
2. The District's obligation will be to pay the full tuition at Crossroads for day placement (\$477.06/day), and that payment will be made directly to Crossroads.
3. If Crossroads recommends additional programming or services beyond the cost of tuition, the District and the Student's Parents agree to reconvene to discuss that/those.
4. If the Student has obligations at the end of the school day that would mean an end-of-school day destination other than his home, for example, Best Buddies or Unified Sports, the Parents will provide transportation from Crossroads to Grafton High School, without seeking reimbursement from the District.
5. The Parents will also provide transportation to Crossroads at the start of the school day without seeking reimbursement from the District.
6. The Parties agree to reconvene no later than January, 2019 to discuss the Student's progress at Crossroads and start the process of determining programming and placement for the subsequent school year.

7. However, without agreement between the District and the Student's Parents in the winter/spring 2019, [REDACTED] "stay put" placement for the 2019 - 2020 school year will be the program within the District at Grafton High School.
8. This Agreement is reached outside of [REDACTED] IEP.
9. An Administrative IEP for the 2018 - 2019 school year will be drafted in conjunction with Crossroads, which the Student's Parents agree to accept in full.
10. The District and [REDACTED] Parent agree that this Agreement shall remain confidential between them, and they shall not disclose any terms to anyone other than immediate family members, attorneys, or educational/financial/medical consultants, except as required by law or to enforce this Agreement. However, this Agreement can/will be shared with Crossroads.

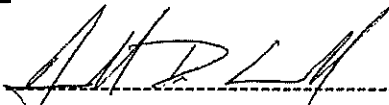
This agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and parent(s) have been voiced, and the parties whose signatures appear below have made the above agreement in good faith.

[REDACTED]

8/14/2018  
Date

[REDACTED]

8/14/18  
Date



Arnold Lundwall, Special Education Administrator

8/14/18

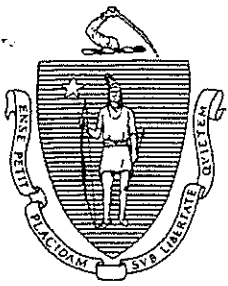
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Either party may contact the mediator if further clarification is needed about this agreement, or if s/he believes that the agreement is not being carried out.

Steven M. Lilly-Weber, Mediator (Steven.Lilly-Weber@mass.gov)  
Bureau of Special Education Appeals (617-626-7296 or 781-572-2644)  
One Congress St  
Boston, MA 02114

Student: [REDACTED]

School District/Date: Grafton PS, 8/14/18



# The Commonwealth of Massachusetts

## Division of Administrative Law Appeals

### Bureau of Special Education Appeals

One Congress St, Boston, MA 02114

Telephone: 617-626-7250

#### Agreement Reached through Mediation

Student: [REDACTED]  
School District: Grafton Public Schools (the "District")  
Date: July 3, 2018  
BSEA #: 18-1811796

In a mediation session held on July 3, 2018 with BSEA Mediator Steve Lilly-Weber, the District and [REDACTED] Parent reached the following agreement:

1. [REDACTED] requires an out-of-district placement for the 2018 – 2019 school year. In addition, both Parties have expressed a desire for [REDACTED] to return to the District/his community.
2. To that end, and to help [REDACTED] parents gather information about available programming, the District will send referral packets to the following programs/schools, in alphabetical order: ACCEPT Collaborative (Medway), CABI (Worcester), Central Mass Collaborative/THRIVE Program (Worcester), Crossroads (Marlborough), and RCS (Natick).
3. The District will send out the referral packets no later than July 13, 2018.
4. [REDACTED] Parent will participate in whatever process each of these schools/programs has in place to make a determination as to whether or not he would be accepted.
5. [REDACTED] "stay put" placement at the end of the 2018 – 2019 school year will be the program within the District at Grafton High School.
6. The District and [REDACTED] Parent agree that this Agreement shall remain confidential between them, and they shall not disclose any terms to anyone other than immediate family members, attorneys, or educational/financial/medical consultants, except as required by law or to enforce this Agreement.
7. This Agreement is reached outside of [REDACTED] IEP.
8. Once the process mentioned in para 4. has been completed, [REDACTED] Parent and the District agree to meet again in mediation to discuss next steps, specifically, placement, in



██████████ educational programming. The mediation session will be scheduled for no later than August 15, 2018.

This agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and parent(s) have been voiced, and the parties whose signatures appear below have made the above agreement in good faith.

██████████

7/3/18

Date

*Arnold Lundwall*

7/3/2018

Arnold Lundwall, Special Education Administrator

Date

Either party may contact the mediator if further clarification is needed about this agreement, or if s/he believes that the agreement is not being carried out.

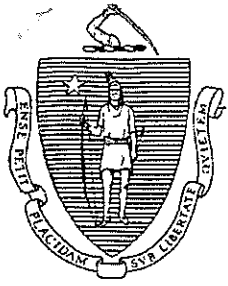
Steven M. Lilly-Weber, Mediator  
Bureau of Special Education Appeals  
One Congress St  
Boston, MA 02114  
617-626-7296  
781-572-2644  
Steven.Lilly-Weber@state.ma.us

Student: ██████████

School District/Date: Grafton, 7/03/18

BSEA #: 1811796

Mediation Agreement, Page: 2 of 2



# The Commonwealth of Massachusetts Division of Administrative Law Appeals Bureau of Special Education Appeals

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One Congress St, Boston, MA 02114

Telephone: 617-626-7250

## Agreement Reached through Mediation

Student: [REDACTED]  
School District: Grafton Public Schools (the "District")  
Date: June 21, 2018  
BSEA #: 18-1811142

In a mediation session held on June 21, 2018 with BSEA Mediator Steve Lilly-Weber, the District and [REDACTED] Parents reached the following agreement regarding Extended School Year (ESY) services in 2018:

1. For 2018 only, the District will fund four (4) one-hour sessions with a CVI from the Perkins School in the period July 16 – August 3, 2018 (not during July 30 – August 3).
2. Services will be provided at the North Street Elementary School.
3. These sessions can be set up as co-treatments with the OT services also being provided as part of 2018 ESY or not.
4. Ideally, for continuity, the CVI in the summer will be the same as the CVI in the 2018 – 2019 school year.
5. If these sessions cannot be provided in the summer because a CVI is not available, they will be provided in the 2018 – 2019 school year.
6. There are no "stay put" rights for CVI programming in future summers.
7. This Agreement is reached outside of Andrew's IEP.

This agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and parent(s) have been voiced, and the parties whose signatures appear below have made the above agreement in good faith.

[Redacted]

6/21/18

Date

*Arnold Lundwall*

6/21/18

Arnold Lundwall, Special Education Administrator

Date

Either party may contact the mediator if further clarification is needed about this agreement, or if s/he believes that the agreement is not being carried out.

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781-572-2644  
Steven.Lilly-Weber@state.ma.us

Student [Redacted]

School District/Date: Grafton, 6/21/18

BSEA #: 1811142

Mediation Agreement, Page: 2 of 2