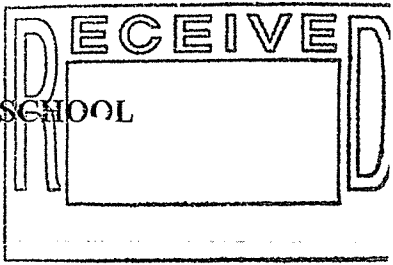




AND THE HAMPSHIRE REGIONAL SCHOOL DISTRICT



CONFIDENTIAL SETTLEMENT AGREEMENT

This Agreement is entered into by and between

inafter "Parents"), individually and on behalf of their

,, and the Hampshire Regional School District

(hereinafter "Hampshire"). In consideration of the settlement of this matter in lieu of a hearing, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Settlement. This Agreement is entered into in full settlement of any and all claims which the Parents have or might have or assert against Hampshire, its officers both elected and appointed, its agents, employees, and/or attorneys pertaining to and/or arising out of any and all obligations which Hampshire had or now has to provide a free appropriate public education, including but not limited to the provision of regular and special education and/or related services and any claim for compensatory services, for any and all periods since he enrolled in Hampshire, including the anc school years.

2. Placement. The parties agree the will attend the school years for grade school years with the understanding that no additional years of attendance at School will be funded by Hampshire. It is understood that Hampshire will administratively draft an IEP for the school year, in lieu of a TEAM meeting, and the parents will not withhold their consent unreasonably.

3. Financial Contribution. The parents agree to fund _____ of _____ each year during the _____ school years. Hampshire agrees to fund the remaining tuition for the _____ and _____ school years at the rate established by OSD.

The parties agree to make all payments directly to the _____. For ESY for the summer of _____, the Parents agree to fund _____ of the tuition for the _____ program. Hampshire agrees to fund the remaining _____ of the tuition for the _____ summer program. The parties will pay the rate for the _____ summer program, which was _____.

All payments will be made directly to the _____. For the summer of _____ depending on plans for this grade, either _____ will attend the _____ summer program which will not be funded by Hampshire or _____ will attend the Hampshire summer program which will be funded by Hampshire.

4. Parents waive any right they may have under federal or state laws to seek any other funding or reimbursement from Hampshire beyond the sum specified in Paragraph 3 for any costs or services associated with _____ regular and special education, including any compensatory services.

5. Hampshire agrees to provide and fund any and all transportation to _____ between _____ and the _____ summer, and _____ school years. Such transportation is limited to _____ and school hours and does not include extended day activities or services.

6. The parties agree that Hampshire shall be provided copies of all report cards and attendance at the [redacted] School, may obtain copies of all progress reports and other student records concernir [redacted] from the [redacted] and may discuss [redacted] progress with his teachers and/or other service providers at the [redacted]

[redacted]. In the event that the Parents withdraw [redacted] any time, [redacted] leaves the school for any reason or the [redacted] terminates placement, such that the full tuition is not required by the School, Hampshire shall be entitled to a rebate of a pro-rata portion of any tuition rebated by the [redacted]

7. Hampshire's obligation to fund [redacted] placement at the [redacted] shall be dependent or [redacted] continuing to be accepted by and participating in the program and services offered by the [redacted] i, the [redacted] ol continuing to be approved by the Commonwealth of Massachusetts, and [redacted] and at least one of his Parents continuing to be residents of one of the communities which make up the Hampshire Regional School District, subject to the "move-in" provisions of M.G.L. c. 71B, sec. 5.

8. The parties anticipate a Team meeting before the end of [redacted] t. Prior to this Team meeting, the parents agree to visit the Hampshire's program for students with [redacted] Hampshire Regional High School. In addition, the parents agree that [redacted] will attend the Hampshire's program for students with [redacted] and "shadow" a student for the day prior to the [redacted] Team meeting.

9. No later than _____ Hampshire will convene a Team consisting of Hampshire personnel, personnel from _____, the Parents and other invited participants to discuss special education and related services for _____ school year. Hampshire will provide the Parents with a proposed IEP within two (2) weeks following this meeting. If Hampshire proposes an educational program for which the Parents disagree, the parties agree to cooperate in the expeditious scheduling of a hearing before the BSEA in a timely manner such that _____ educational program for the _____ school year can be resolved prior to the _____ school year. On the condition that Hampshire meets the timelines set under this Agreement, subject to the Parents' cooperation, the parties agree that placement pending appeal will be the placement proposed by Hampshire for _____ school year.

10. The parties agree that the terms of this Agreement are provided for settlement purposes only. Hampshire does not acknowledge or agree that the _____ is appropriate or indicated in order for _____ to receive a free appropriate public education in the least restrictive environment or that _____ was ever denied a free and appropriate public education in the least restrictive environment in Hampshire.

11. This Agreement is intended to and does settle any and all disputes that exist or may exist between the parties relating to _____ regular and special education and related services since he became a student in Hampshire, through the date of this Agreement. The Parents remise, release, and forever discharge all existing debts, demands, actions, claims of any kind, nature, and description both in law and in equity that the Parents have or might have, whether known or unknown against Hampshire or its

agents arising out of _____ enrollment in or attendance in Hampshire through the date of this Agreement, except as may be necessary to enforce the terms of this Agreement.

Without limiting the foregoing generalities, the Parents and _____ specifically _____

acknowledge that they are waiving any rights against Hampshire which might have

accrued to them or _____ under 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, Section 504 of the Rehabilitation Act of 1973, and any and all other related acts, laws, and regulations through the date of this Agreement.

12. The Parents waive any claim to attorney's fees, advocate's fees and all costs under applicable law for services rendered relating to this matter through the date of this Agreement.

13. Confidentiality. The Parents and Hampshire hereby agree that they and their attorneys will maintain the confidentiality of the 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) the parties or their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties."; (b) the parties or their attorneys may disclose the terms of this settlement or Agreement to anyone with a need to know such information according to applicable rules, regulations or statutes, including DESE, school personnel, tutors or other service providers and any other public officials who must process or approve this Agreement and any payments to be made hereunder, and (c) to _____ immediate family members.

14. This Agreement is the entire agreement between the Parents and Hampshire and is intended to take effect as a sealed instrument upon execution by all parties.

~~15. The parties acknowledge that they have read this entire Agreement, and~~
have signed this Agreement voluntarily with full understanding of its terms, and without any further inducements or promises except as set forth herein. Further, the parties have read the entire Agreement carefully, have discussed it with their advocates and/or attorneys, understand it, and accept its terms.

16. _____ hereby warrant and certify that they are the parents and legal guardian of _____ with full power and authority to sign this binding Agreement on his behalf as well as their own. _____ in _____ capacity as Director of Pupil Services of the Hampshire Regional School District, hereby warrants and certifies that _____ has full power and authority to sign this binding Agreement on behalf of Hampshire.

17. This Agreement shall be executed in duplicate by the parties and each executed Agreement shall be considered an original.

