

Hull Public Schools

Kathleen I. Tyrell
Superintendent of Schools

180 Harborview Road, Hull, Massachusetts 02045
(781) 925-4400 ext. 1118 Fax (781) 925-8042

VIA ELECTRONIC MAIL

October 20, 2016

Dear Mr. Teixeira:

I am in receipt of your public records request for special education settlement agreements. I have waived the fee for this request.

Enclosed please find the settlement agreements requested. Please note that I have redacted all information that would identify a particular student. When only one student went to a particular special education school, I have also redacted the name of that school to prevent identification of the student.

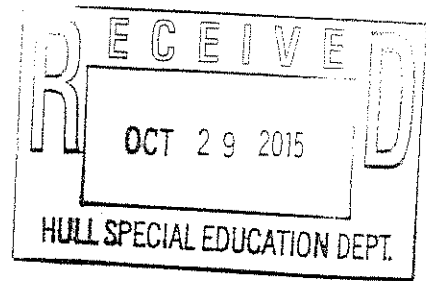
Please contact me if I may be of further assistance.

Very truly yours,

Kathleen I. Tyrell

KIT/mko

Enclosures



MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

CROWN COLONY PLAZA
300 CROWN COLONY DRIVE
SUITE 410
QUINCY, MA 02169

75-101 FEDERAL STREET
BOSTON, MA 02110

ONE MONARCH PLACE
SUITE 1310R
SPRINGFIELD, MA 01144

TEL: 617-479-5000 FAX: 617-479-6469
TOLL FREE: 888-841-4850

www.mhtl.com

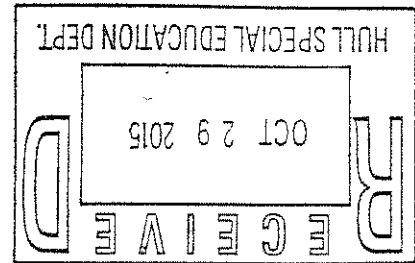
Arthur P. Murphy
James A. Toomey
Katherine A. Hesse
Michael C. Lehane
John P. Flynn
Regina Williams Tate
Edward F. Lenox, Jr.
Mary Ellen Sowyrda
David A. DeLuca
Donald L. Graham
Andrew J. Waugh
Geoffrey P. Wernuth
Kathryn M. Murphy
Alisia St. Florian
Thomas W. Colomb

Doris R. MacKenzie Ehrens
Clifford R. Rhodes, Jr.
Karis L. North
Bryan R. Le Blanc
Brandon H. Mess
Michael J. Maccaro
Kevin F. Bresnahan
Brian P. Fox
Lauren C. Galvin
Tami L. Fry
Kier B. Wachterhauser
Sarah A. Caignani
Lena-Kate Ahern
Felicia S. Vasudevan
Ann M. O'Neill, Senior Counsel

Please respond to Quincy

October 27, 2015

[REDACTED]



RE: Settlement of Placement Dispute [REDACTED] and the Hull Public Schools

Dear [REDACTED] and [REDACTED]

As [REDACTED] Director of Special Education, Hull Public Schools, recently discussed with you, I am writing to confirm the proposal for settlement offered by the Hull Public Schools with regard to the educational placement of your [REDACTED] for the balance of the 2015-2016 school year.

Specifically, Hull Public Schools proposes to place [REDACTED] at the South Shore Collaborative Mini School Program [REDACTED] for the balance of the 2015-2016 school year and for the summer of 2016. After placing [REDACTED] in the South Shore Collaborative Mini School Program for this time period, you agree that [REDACTED] will return to his prior program within the Hull Public Schools. Therefore, you agree to waive any entitlement to "stay put" or "placement pending appeal" at the Mini School after the summer of 2016.

[REDACTED]

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

[REDACTED]
[REDACTED]
October 27, 2015

Page 2

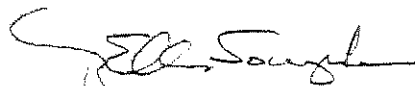
Hull will reconvene [REDACTED] TEAM in the spring of 2016 for the purpose of reviewing [REDACTED] progress in the Mini School and to propose a program for [REDACTED] for the 2016-2017 school year. However, Hull acknowledges that you retain the right to dispute the placement offered by Hull for the 2016-2017 school year after this program is offered to you. Although this proposed program will serve as [REDACTED] "stay put" placement as referenced above, Hull agrees to proceed promptly to the Bureau of Special Education Appeals and to cooperate with any request for hearing that you may file if you wish to do so after considering the 2016-2017 program offered by Hull.

This proposal for settlement is made in order to allow [REDACTED] to access [REDACTED] education through the South Shore Collaborative program located in [REDACTED] for the balance of this school year and for the summer of 2016. This proposal is made for settlement purposes only.

If you agree with the terms referenced above, kindly sign this letter where indicated below and this letter will serve as the agreement between the Hull Public Schools and yourselves with regard to [REDACTED] educational placement for the time period referenced herein, and this will also confirm that you will withdraw your request for hearing currently pending before the Bureau of Special Education Appeals. I have enclosed an additional copy of this letter as well as an enclosed, self-addressed, stamped envelope for your use in returning the signed letter to my attention.

Thank you for your attention to and cooperation with this matter.

Very truly yours,



Mary Ellen Sowyrda
Attorney for Hull Public Schools

cc: [REDACTED] Hull Public Schools
[REDACTED]

MURPHY, HESSE, TOOMEY & LEHANE, LLP
Attorneys At Law

[REDACTED]
[REDACTED]

October 27, 2015

Page 3

TERMS AGREED TO AND ACCEPTED BY:

[REDACTED]

Individually and on behalf of her

[REDACTED]

[REDACTED]

Individually and on behalf of his

[REDACTED]

10-27-15
Date

10-28-15
Date

[REDACTED]

HULL PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter, "Parents"), individually and on behalf of their [REDACTED] [REDACTED] ("Student"), and the Hull Public Schools ("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. LIFE OF AGREEMENT: This Settlement Agreement covers the 2016-2017 school year only, ending on the last day of the District's academic year in June, 2017.
2. TUITION: For the 2016-2017 school year, the District agrees to fund Student's placement as a day student at the South Shore Educational Collaborative [REDACTED] MA ("Program").
3. TRANSPORTATION: For the life of this Settlement Agreement, the District further agrees to provide Student with daily, roundtrip transportation between the family's home in Hull, MA and the Program. The Parties agree and acknowledge that such transportation may be provided on a vehicle with other students.
4. OTHER COSTS: Any and all other costs associated with Student's placement at Program, including, but not limited to, additional transportation, supplemental services, and miscellaneous fees, shall be borne by the Parents with no reimbursement from the District.
5. ADMINISTRATIVE IEP: For the 2016-2017 school year, the District will administratively develop an IEP for Student, indicating placement at Program, which shall cross-reference this Agreement. The Parents hereby agree to accept this administrative IEP in full.
6. THREE YEAR REEVALUATIONS: The Parties agree to postpone Student's three-year reevaluations, due in the fall of 2016, to March 2017. By signing this Settlement

Agreement, the Parents provide full consent for the District's reevaluations in March 2017.

Parents agree to cooperate fully in making Student available for the reevaluation testing.

7. 2017-2018 IEP: After the reevaluations discussed in Paragraph 6 are complete, the District will reconvene Student's Team to develop an IEP for the 2017-2018 school year. The proposed 2017-2018 IEP shall issue to the Parents no later than April 1, 2017. In the event of a dispute arising from the Team's proposal for the 2017-2018 school year, both Parties agree to proceed promptly to the Bureau of Special Education Appeals to resolve the dispute. Pending resolution of such dispute, Student's stay-put program pending appeal shall be the program identified in the 2017-2018 IEP.

8. STAY-PUT WAIVER: Parents agree to waive any right to stay-put at Program after the end of the 2016-2017 school year.

9. WITHDRAWAL OF HEARING REQUEST: The Parents agree to immediately withdraw their Hearing Request at the Bureau of Special Education Appeals (BSEA #1700670) with prejudice.

10. EXIGENT CHANGE: In the event that Student ceases to attend Program, for any reason, during the life of this Settlement Agreement, the Parties agree that the District shall reconvene Student's Team as soon as possible to propose a new placement for Student. In the event of a dispute arising from the Team's proposal for placement in such a situation, both Parties agree to proceed promptly to the Bureau of Special Education Appeals to resolve the dispute. Pending resolution of such dispute, Student's placement pending appeal shall be identified as the program proposed by the Team pursuant to this Paragraph.

11. SETTLEMENT ONLY: Nothing contained in this Settlement Agreement, nor the fact that any Party has signed this Settlement Agreement, shall be construed as an admission by

any Party as to any issue of fact or law that was or could have been in dispute between them. Specifically, it does not constitute an admission by the District that Program is the least restrictive environment in which Student can receive a free and appropriate education, nor does it reflect an understanding that the District is not capable of providing Student with a free and appropriate public education. The Parties enter into this Settlement Agreement is for the purposes of settlement only.

13. RESIDENCY CONTINGENCY: This Settlement Agreement is contingent upon the District remaining the school district programmatically and fiscally responsible for Student's education, subject to the provisions of M.G.L., c. 76, § 5; M.G.L., c. 71B inclusive; 603 CMR 28.10; and case law from the Bureau of Special Education Appeals interpreting those provisions.

14. GENERAL WAIVER: 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 payment of attorneys' fees and other costs and/or damages. This waiver includes, but is not limited to, any claim of tort liability arising from Student's attendance in the District, and any claim related to the provision of special education, regular education, compensatory education, transition services, or related services to Student, up through the date of execution and the duration of this Settlement Agreement.

15. OPPORTUNITY FOR LEGAL CONSULTATION: The Parties to this Settlement Agreement have had the opportunity to fully consult with legal counsel of each Party's choice. The Parties 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.






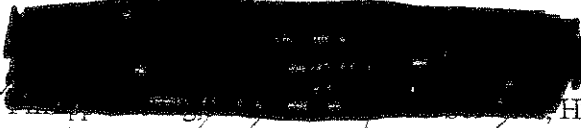
16. CONFIDENTIALITY: Except as otherwise required by law, the Parties agree that this Settlement Agreement itself as well as all the terms of this Settlement Agreement shall remain confidential and shall not be disclosed by them or by their agents, employees, servants, or attorneys to any third party, except to their respective attorney, financial advisors, and Program, as necessary. In the event of a breach of this term by one or both of the Parents, resulting from unauthorized disclosure of financial terms to unauthorized third parties, the District retains the right to declare this Agreement null and void, and any remaining obligations contained herein would no longer be the responsibility of the District. Notwithstanding the foregoing, the Parties acknowledge and agree that the Parents, without breach of this Agreement, may indicate that Student is attending Program and shall, in response to any inquiry by a third party, state that the dispute has been amicably resolved to the mutual satisfaction of the Parties.

17. This Settlement Agreement is the entire agreement between the Parents and the District, and it is intended to take effect as a sealed instrument upon execution by all Parties.

8/24/16
Date

8-24-16
Date

8/25/16
Date


his 

 Parent, Individually and on behalf of
her 

Public Schools, Hull



COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS
BUREAU OF SPECIAL EDUCATION APPEALS

[REDACTED] AND HULL PUBLIC SCHOOLS
BSEA # [REDACTED]

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter "Parents"), individually and on behalf of their [REDACTED] (hereinafter [REDACTED]), and the Hull Public Schools (hereinafter "Hull"). 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. Term: This Settlement Agreement covers the 2012-2013 and 2013-2014 school-years.

2. Payment of Tuition: For the period of this Agreement, the parties agree that [REDACTED] shall attend the [REDACTED] Massachusetts under the following terms relating to payment of tuition:

a. For the 2012-2013 school-year, the Parents agree to pay all costs for [REDACTED]'s attendance at [REDACTED] and shall not seek reimbursement of any costs from Hull.

b. For the 2013-2014 school-year, Hull agrees to pay the full cost of [REDACTED]'s tuition at [REDACTED] at the public school rate. All funds paid by Hull toward [REDACTED] tuition shall be issued directly to [REDACTED].

3. Hull shall administratively prepare an IEP specifying [REDACTED]'s placement at [REDACTED] for the 2013-2014 school year. Otherwise, except as specified in paragraphs 4, 5 and 6 of this Agreement, Hull shall have no additional obligation during the term of this Agreement to conduct evaluations, convene TEAM meetings, develop IEPs, or afford [REDACTED] or

Parents with any additional procedural protections not otherwise specified in this Agreement. The terms contained herein fulfill Hull's obligation to provide with a free appropriate public education over the term of this Agreement.

4. On or before March 14, 2014, Hull agrees to convene TEAM to review current educational needs and to develop an IEP and propose a placement for for the 2014-2015 school year. Hull agrees to deliver this IEP to the Parents on or before April 1, 2014. In the event of a dispute regarding IEP or placement for the 2014-2015 school year, the parties agree that "stay put" IEP and placement shall be the IEP and placement proposed by Hull, but only if Hull has delivered an IEP proposing a placement to the parents by April 1, 2014. Under such circumstances, the parties agree to promptly proceed to the Bureau of Special Education Appeals for resolution of any such dispute.

5. In the unlikely event suffers an unanticipated and catastrophic illness or injury, prior to the last day of school in June, 2014 or is no longer able to attend the for any reason, Hull agrees to reconvene TEAM to develop an appropriate IEP and to provide with a free appropriate public education in accordance with needs at that time.

6. Transportation:

a. For the 2012-2013 school year, the Parents agree to be responsible for the costs of transportation to , and shall not seek reimbursement of any transportation costs from Hull.

b. For the 2013-2014 school-year, Hull agrees to reimburse the Parents for the actual costs of transportation to in an amount not to exceed \$10,000 (Ten Thousand Dollars). The Parents shall provide Hull with documentation in support of all expenditures for transportation.

7. The parties agree that this placement is made for settlement purposes only and that it is not based on a recommendation for a placement at [REDACTED] by Hull.

8. The parties hereby agree that the financial terms of this Settlement Agreement shall remain confidential and shall not be disclosed to any third party, except as required by law or to enforce this Settlement Agreement. If asked about this matter, the parties shall indicate that the matter has been resolved to the satisfaction of both parties. Without breaching this Settlement Agreement, the parties may disclose this Settlement Agreement to their attorneys, educational consultants, advocates, and accountants for legal and financial assistance.

9. Except as otherwise provided in this Settlement Agreement, and except to enforce the terms of this Settlement 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 payment of attorneys' fees and other costs and/or damages, concerning the provision of special education services to [REDACTED] up to the date of this Settlement Agreement.

10. The parties to this Settlement Agreement are represented by legal counsel, and they 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.

11. This Settlement Agreement is the entire agreement between the Parents and Hull, and is intended to take effect as a sealed instrument upon execution by all parties.

11-19-13
Date

11/19/13
Date

11-25-13
Date

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], Individually and on behalf of her
[REDACTED]
[REDACTED], Director of Student Services,
Hull Public Schools

██████████ AND HULL PUBLIC SCHOOLS



SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into by and between ██████████ (hereinafter "Student") and ██████████ (hereinafter "Parent"), and the Hull Public Schools (hereinafter "Hull"). In consideration of the Hull graduation requirements parties agree as follows:


1. Term: This Agreement covers a period from June 4, 2016 through January 20, 2017.
2. Services: Student shall receive ██████████ Hull High School diploma with the graduating class of 2016. Although Student shall receive ██████████ diploma, ██████████ will remain eligible to continue to receive special education services from Hull until January 20, 2017. Such services are outlined in ██████████ IEP dated from 5/31/16 to 1/20/17.
 - a. Transition Consultation- 1 x 15 min/week
 - b. Life Skills/Transition- 2 x 150 min/week
 - c. Additional Job Coaching- as needed and agreed upon by Student, Parent and Hull.
3. Transportation: Hull will agree to be responsible for and to fund all transportation which Student requires to attend school over the entire life of this Agreement, consistent with paragraph 1 and 2.
4. Residency Contingency: Hull's obligations under this Agreement are contingent upon Hull remaining the local education agency (LEA) programmatically and financially responsible for ██████████ education subject to the provisions of M.G.L., c. 76, § 5; M.G.L., c. 71B inclusive; and 603 CMR 28.10 et seq.

5. Modification: This Agreement may be amended or modified by a writing signed by all of the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.


8/19/16
Date


Individually and on behalf of 

8/19/16
Date


Student

5/31/16
Date


Director of Student Services, Hull Public Schools

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS
BUREAU OF SPECIAL EDUCATION APPEALS

RECEIVED

2015 FEB 23 P 2:08

██████████ AND HULL PUBLIC SCHOOLS

HULL PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between ██████████ and ██████████ (hereinafter "Parents"), individually and on behalf of their ██████████ (hereinafter ██████████), and the Hull Public Schools (hereinafter "Hull"). In consideration of the settlement of this matter, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Term: This Settlement Agreement covers the 2015-16 and 2016-17 school-years.
2. Payment of Tuition: For the period of this Agreement, the parties agree that ██████████ shall attend the ██████████. Hull agrees to pay the full cost of ██████████'s tuition at ██████████ the public school rate. All funds paid by Hull toward ██████████ tuition shall be issued directly to ██████████.
3. In conjunction with ██████████, Hull shall prepare IEPs specifying ██████████ placement at ██████████ for the 2015-16 and 2016-17 school years. Otherwise, except as specified in paragraphs 4, 5 and 6 of this Agreement, Hull shall have no additional obligation during the term of this Agreement to conduct evaluations, convene TEAM meetings, develop IEPs or afford ██████████ or her Parents with any additional procedural protections not otherwise specified in this Agreement. The terms contained herein fulfill Hull's obligation to provide ██████████ with a free appropriate public education over the term of this Agreement. With reasonable notice, Parents agree that Hull may conduct all testing it deems necessary to propose an IEP for ██████████ for the 2017-18 school year, and that Hull may observe ██████████ at ██████████ during the 2016-

17 school year. This Agreement shall constitute the Parents' consent to such evaluation and observation.

4. On or before March 15, 2017, Hull agrees to convene [REDACTED]'s TEAM to review [REDACTED] current educational needs and to develop an IEP and propose a placement for [REDACTED] for the 2017-2018 school year. Hull agrees to deliver this IEP to the Parents on or before April 1, 2017. In the event of a dispute regarding [REDACTED]'s IEP or placement for the 2017-18 school year, the parties agree that [REDACTED]'s "stay put" IEP and placement shall be the IEP and placement proposed by Hull, but only if Hull has delivered an IEP proposing a placement to the parents by April 1, 2017. Under such circumstances, the parties agree to promptly proceed to the Bureau of Special Education Appeals for resolution of any such dispute.

5. In the unlikely event that [REDACTED] suffers an unanticipated and catastrophic illness or injury prior to the last day of school in June, 2017 or is no longer able to attend the [REDACTED] [REDACTED] for any reason, Hull agrees to reconvene [REDACTED]'s TEAM to develop an appropriate IEP and to provide [REDACTED] with a free appropriate public education in accordance with [REDACTED] needs at that time.

6. Transportation. For the 2015-16 and 2016-17 school-years, Hull agrees to reimburse the Parents for the actual costs of transportation to [REDACTED] in an amount not to exceed \$10,000 (Ten Thousand Dollars). The Parents shall provide Hull with documentation in support of all expenditures for transportation.

7. The parties agree that this placement is made for settlement purposes only and that it is not based on a recommendation for a placement at [REDACTED] by Hull.

8. The parties hereby agree that the financial terms of this Settlement Agreement shall remain confidential and shall not be disclosed to any third party, except as required by law or to enforce this Settlement Agreement. If asked about this matter, the parties shall indicate that the matter has been resolved to the satisfaction of both parties. Without breaching this

Settlement Agreement, the parties may disclose this Settlement Agreement to their attorneys, educational consultants, advocates, and accountants for legal and financial assistance.

9. Except as otherwise provided in this Settlement Agreement, and except to enforce the terms of this Settlement 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 payment of attorneys' fees and other costs and/or damages, concerning the provision of special education services to [REDACTED] up to the date of this Settlement Agreement.

10. The parties to this Settlement Agreement are represented by legal counsel, and they 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.

11. This Settlement Agreement is the entire agreement between the Parents and Hull, and is intended to take effect as a sealed instrument upon execution by all parties.

2-22-15
Date

[REDACTED]
[REDACTED], Individually and on behalf of [REDACTED]
[REDACTED]

2/22/15
Date

[REDACTED]
[REDACTED], Individually and on behalf of [REDACTED]
[REDACTED]

2/17/15
Date

[REDACTED]
[REDACTED] Director of Student Services,
Hull Public Schools

[REDACTED] AND HULL PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into by and between [REDACTED] (hereinafter "Parent"), individually and on behalf of [REDACTED], [REDACTED] (hereinafter "[REDACTED]") and the Hull Public Schools (hereinafter "Hull"). 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. Term: This Agreement covers the 2015-2016 and 2016-2017 school years.
2. Tuition:
 - a. 2015-2016 school year: The parties agree that [REDACTED] shall attend the [REDACTED] [REDACTED] as a day student in [REDACTED] Massachusetts for the 2015-2016 school year, which lasts through August 2016. Hull agrees to fund one hundred percent (100%) of the tuition cost for [REDACTED]. Hull will pay its share of [REDACTED] tuition directly to the [REDACTED] in a timely manner and pursuant to the terms upon which Hull and [REDACTED] agree.
 - b. 2016-2017 school year: For the 2016-2017 school year, Hull will propose at least two programs for [REDACTED], one of which will be a public school program with small therapeutic classes. Hull will not propose the [REDACTED] or the [REDACTED] in Hull or [REDACTED]. A Team meeting will be convened in April 2016 to review [REDACTED] progress. At this time, Hull will discuss with the Team what program or programs are being considered, and [REDACTED] and [REDACTED] Parent will be able to provide input into the

program chosen and visit the program, if appropriate. The Parent shall either accept one of the placements that Hull proposes or, if the Parent does not accept any of the proposed placements, then the Parent will be obligated to find and fund an alternative placement on her own. Hull's proposed placement will be the stay-put placement pending any dispute or appeal.

c. The terms contained herein fulfill Hull's substantive and procedural obligations to provide a free and appropriate public education to [REDACTED] during the lifetime of this Agreement, subject to the provisions in Paragraph 5.

3. Transportation: Hull will agree to be responsible for and to fund all transportation which [REDACTED] requires to attend school over the entire life of this Agreement, consistent with paragraph 2.

4. Additional Services: Except as outlined in Paragraphs 2 and 3, Hull is not responsible for any other costs during the term of this Agreement, including, but not limited to, ancillary services, such as supplies, materials, fees, computers, and equipment. Any and all additional costs shall be the sole responsibility of the Parent. This does not apply to services needed to supplement the program identified in Paragraph 2b (e.g. outside speech or reading services) should these services be recommended by the Team.

5. Due Process: The Parent agrees to waive her due process rights for the first semester of the 2016-2017 school year. After one semester, the Parent regains her right to proceed to a due process hearing, but only for prospective relief. The Parent will not be entitled to seek compensatory relief.

6. Meetings: If the Parent accepts Hull's proposed placement for the 2016-2017 school year, Hull will convene monthly meetings to discuss [REDACTED] progress.
7. Records: The Parent agrees that while [REDACTED] is attending [REDACTED] and Hull's proposed placement, Hull shall have the right, to conduct observations of [REDACTED], to receive copies of [REDACTED] student records and to receive detailed progress reports from these schools.
8. Settlement Only: This Agreement shall not constitute an admission by either party as to any issues or claims in dispute between the parties. The parties agree to the terms of this Agreement for settlement purposes only.
9. General Release: 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 payment of attorneys' fees and other costs and/or damages, concerning the provision of education and special education services to [REDACTED] up to the date of this Agreement.
10. Residency Contingency: Hull's obligations under this Agreement are contingent upon Hull remaining the local education agency (LEA) programmatically and financially responsible for [REDACTED] education subject to the provisions of M.G.L., c. 76, § 5; M.G.L., c. 71B inclusive; and 603 CMR 28.10 et seq.
11. Additional Contingency: Hull has no obligation to fund any portion of [REDACTED] placement for any period, in which he is not in actual attendance or not participating in his program at [REDACTED] or Hull's proposed program,

except for absences because of illness or otherwise in accordance with [REDACTED] school policy of excused absences.

12. Exigent Change: In the unlikely event that [REDACTED] leaves [REDACTED] prior to the end of this Agreement due to a catastrophic change in circumstances, Hull agrees to reconvene [REDACTED] TEAM to develop an appropriate IEP and to provide [REDACTED] with a free appropriate public education in accordance with [REDACTED] needs at that time. Under such circumstances, if there is any dispute regarding [REDACTED] services or placement, the parties agree that the “stay-put” IEP shall be the IEP and placement that Hull proposes.
13. Waiver: The parties to this Agreement understand and acknowledge that they are waiving and releasing specific rights which accrue to them pursuant to M.G.L. ch. 30A and ch. 71B, 20 U.S.C. §§ 1400 et seq., and Section 504 of the Rehabilitation Act of 1973.
14. Confidentiality: The parties hereby agree that the financial terms of this Agreement shall remain confidential and shall not be disclosed to any third party, except as required by law or to enforce this Agreement. If asked about this matter, the parties shall indicate that the matter has been resolved to the satisfaction of both parties. Without breaching this Agreement, the parties may disclose this Settlement Agreement to [REDACTED] Hull’s proposed program for the 2016-2017 school year and their attorneys, educational consultants, advocates, and accountants for legal and financial assistance.
15. [REDACTED] avers that she is the legal guardian of [REDACTED] and that she is authorized to make all decisions relating to [REDACTED]. Hull warrants and certifies



that its undersigned representative is duly authorized to execute this binding Agreement on its behalf.

16. Modification: This Agreement may be amended or modified by a writing signed by all of the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.
17. Severability: 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.
18. Entire Agreement: This Agreement is the entire agreement between the Parent and Hull, and is intended to take effect as a sealed instrument upon execution by all parties.

8-17-15
Date

8/20/15
Date

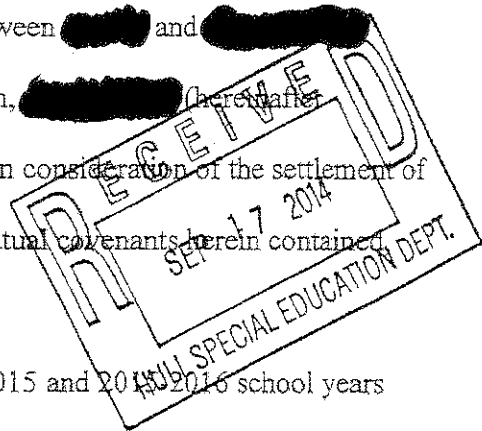
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_____, Individually and on behalf of her _____

_____, Director of Special Education, Hull Public
Schools

[REDACTED] AND HULL PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter "Parents"), individually and on behalf of their son, [REDACTED] (hereinafter "[REDACTED]"), and the Hull Public Schools (hereinafter "Hull"). 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. This Settlement Agreement covers the 2014-2015 and 2015-2016 school years until [REDACTED] turns [REDACTED] on March 3, 2016.

2. For this period, the parties agree that [REDACTED] shall attend the [REDACTED] in [REDACTED] Massachusetts. Payment of his tuition shall be cost shared between Hull and the Parents in the following manner: For the 2014-2015 school year, Hull agrees to fund Forty-Two Thousand Six Hundred Eighty-One Dollars and Thirty Cents (\$42,681.30) toward tuition and the remaining tuition costs shall be the sole responsibility of the Parents. For the 2015-2016 school year, Hull shall fund Twenty-Seven Thousand Thirty-Four Dollars and Forty-Nine Cents (\$27,034.49). The remaining tuition costs shall be the sole responsibility of the Parents for that year. After March 3, 2016, the parties agree that Hull shall have no further responsibility to fund any educational services for [REDACTED] since [REDACTED] will have turned [REDACTED] years of age.

3. The parties acknowledge that [REDACTED] placement at the [REDACTED] is a private placement and not subject to the issuance of IEPs by Hull. Hull shall have no additional obligation to conduct evaluations, convene TEAM meetings, develop IEPs, or afford [REDACTED] or [REDACTED] Parents with any additional procedural protections not otherwise specified in this Agreement. The terms contained herein fulfill Hull's obligation to provide [REDACTED] with a free appropriate public education over the life of this Agreement.

[REDACTED]

4. In the unlikely event that [REDACTED] suffers an unanticipated and catastrophic illness or injury, prior to [REDACTED] last day of school on March 3, 2016 or [REDACTED] is no longer able to attend the [REDACTED] for any reason, Hull agrees to reconvene [REDACTED] TEAM to develop an appropriate IEP and to provide [REDACTED] with a free appropriate public education in accordance with [REDACTED] needs at that time.

5. The Parents agree to be responsible for and to fund any and all transportation which [REDACTED] requires to attend [REDACTED] over the entire life of this Settlement Agreement.

6. The parties agree that this placement at [REDACTED] is made for settlement purposes only and that it is not based on a recommendation for a placement at [REDACTED] by Hull.

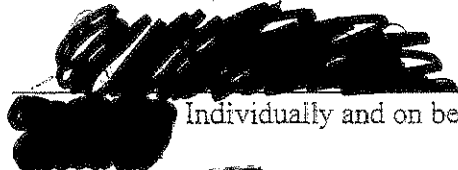
7. The parties hereby agree that the financial terms of this Settlement Agreement shall remain confidential and shall not be disclosed to any third party, except as required by law or to enforce this Settlement Agreement. If asked about this matter, the parties shall indicate that the matter has been resolved to the satisfaction of both parties. Without breaching this Settlement Agreement, the parties may disclose this Settlement Agreement to their attorneys, educational consultants, advocates, and accountants for legal and financial assistance.

8. Except as otherwise provided in this Settlement Agreement, and except to enforce the terms of this Settlement 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 payment of attorneys' fees and other costs and/or damages, concerning the provision of special education services to [REDACTED], up to the date of this Settlement Agreement.

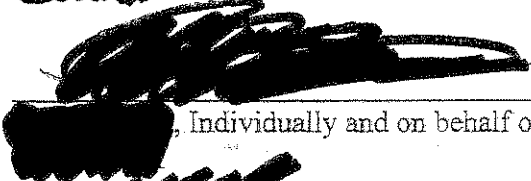
9. The parties to this Settlement Agreement understand and acknowledge that they are waiving specific rights which accrue to them pursuant to M.G.L. Ch. 30A and 71B, 20 U.S.C. 1400 et seq., and Section 504 of the Rehabilitation Act of 1973.

10. This Settlement Agreement is the entire agreement between the Parents and Hull, and is intended to take effect as a sealed instrument upon execution by all parties.

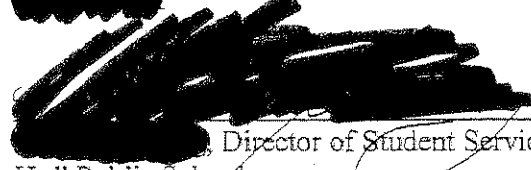
9/18/14
Date


Individually and on behalf of his

9/18/14
Date


Individually and on behalf of her

9/12/14
Date


Director of Student Services,
Hull Public Schools

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS
BUREAU OF SPECIAL EDUCATION APPEALS

RECEIVED

2014 MAR 24 P 12: 54

[REDACTED] AND HULL PUBLIC SCHOOLS/HULL PUBLIC SCHOOLS
BSEA # [REDACTED]

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter "Parents"), individually and on behalf of their [REDACTED] (hereinafter [REDACTED]), and the Hull Public Schools (hereinafter "Hull"). 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. Term: This Settlement Agreement covers the 2014 - 15 school-year.

2. Payment of Tuition: For the period of this Agreement, the parties agree that

[REDACTED] shall attend the [REDACTED] Massachusetts. Hull agrees to pay the full cost of [REDACTED]'s tuition at [REDACTED] at the public school rate. All funds paid by Hull toward

[REDACTED]'s tuition shall be issued directly to [REDACTED]

3. Hull shall prepare an IEP specifying [REDACTED] placement at [REDACTED] for the 2014-15 school year. Prior to March 23, 2015, Hull shall conduct [REDACTED]'s three-year evaluation. By their signature on this agreement, Parents consent to Hull's conduct of said three-year evaluation. Otherwise, except as specified in paragraphs 4, 5 and 6 of this Agreement, Hull shall have no additional obligation during the term of this Agreement to conduct evaluations, convene TEAM meetings, develop IEPs or afford [REDACTED] or [REDACTED] Parents with any additional procedural protections not otherwise specified in this Agreement. The terms contained herein fulfill Hull's obligation to provide [REDACTED] with a free appropriate public education over the term of this Agreement.

BENJAMIN FOLEY AND THE HULL PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter "Parents"), individually and on behalf of their [REDACTED], [REDACTED] (hereinafter "[REDACTED]"), and the Hull Public Schools (hereinafter "Hull"). 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. This Agreement covers the 2012-2013, 2013-2014, and 2014-2015 regular school years, as well as the summer of 2012 only.

2. For this period, the parties hereby agree to fund [REDACTED] placement at [REDACTED] as follows: For the 2012-2013 school year, Hull shall fund one hundred percent of [REDACTED] OSD approved tuition at [REDACTED]. For the 2013-2014 school year, the Parents shall fund thirty-seven and a half (37½) percent of [REDACTED]'s tuition directly to [REDACTED] and Hull shall fund the remaining sixty-two and a half (62½) percent payable to [REDACTED]. For the 2014-2015 school year, the Parents shall fund thirty-seven and a half (37½) percent and Hull shall fund the remaining sixty-two and a half (62½) percent in the same manner to [REDACTED].

3. Hull agrees to provide and fund all transportation associated with [REDACTED] placement at [REDACTED] for the life of this Settlement Agreement.

4. For the summer of 2012, Hull offers, at the Parents' option, to provide [REDACTED] with extended school year instruction within the Hull Public Schools to focus on social skills, reading and math. This extended school year covers the summer of 2012 only. The program runs from July 9, 2012 to August 2, 2012 (8:45 a.m. to 11:45 a.m., Monday through Thursday). The Parents will notify Hull in writing within five days after this

Agreement is signed by both parties, whether they want [REDACTED] to attend this summer school program.

5. In conjunction with [REDACTED], Hull agrees to administratively develop an IEP for [REDACTED] placement at [REDACTED] for the 2012-2013 school year. Thereafter, [REDACTED] TEAM shall reconvene on an annual basis to develop his IEPs for the 2013-2014 and 2014-2015 school year, including the convening of a TEAM meeting by April 30, 2014 to develop [REDACTED] IEP for the 2015-2016 school year.

6. The Parents hereby consent to the performance of evaluations as Hull may deem appropriate during the period covered by this Settlement Agreement to aid in the TEAM development of proposed IEPs, at times and locations that will minimize disruption of [REDACTED] educational program. Hull shall provide reasonable advance notice of said testing.

7. Conditioned upon the parties' compliance with their obligations under this Settlement Agreement, including, without limitation, Hull's compliance with the schedule outlined in this Agreement, and the Parents' compliance with their obligation to make [REDACTED] available for all testing as reasonably requested by Hull, the Parents agree to waive [REDACTED] right to placement pending appeal ("stay put") after the conclusion of this Settlement Agreement for this program at [REDACTED] as set for in 20 U.S. C. Section 1415(j), and 603 CMR Section 28.08(7). In the event that a dispute arises as to [REDACTED] placement for the period following this Settlement Agreement, [REDACTED] placement pending appeal shall be governed by the IEP proposed by Hull. If a BSEA action is instituted, both parties agree to take all possible steps to obtain a decision from the BSEA prior to the commencement of the 2015-2016 school year.

8. Except as otherwise provided in this Settlement Agreement, and except to enforce the terms of this Settlement 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 payment of attorneys' fees and other costs and/or damages, concerning the provision of transitional planning services and special education services to [REDACTED], up to the date of this Settlement Agreement.

9. The parties to this Settlement Agreement are represented by legal counsel, and they 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.

10. The parties to this Settlement Agreement understand and acknowledge that the financial terms of this Settlement Agreement are strictly confidential. Any unauthorized disclosure of the financial terms by the Parents without the express written consent of Hull is strictly prohibited. The Parents may disclose financial information contained herein to [REDACTED] and financial and legal advisors as such disclosure is necessary for personal financial and legal matters.

11. This Settlement Agreement is the entire agreement between the Parents and Hull, and is intended to take effect as a sealed instrument upon execution by all parties.

6-18-2012
Date

[REDACTED]
[REDACTED], Parent, Individually and on behalf of his [REDACTED]

6.28.12
Date

[REDACTED]
[REDACTED], Parent, Individually and on behalf of her [REDACTED]

6-28-2012
Date

[REDACTED]
[REDACTED], Director of Student Services,
Hull Public Schools