

WILLIAMSTOWN-LANESBOROUGH PUBLIC SCHOOLS
Office of the Superintendent

Central Office
1781 Cold Spring Road
Williamstown, MA 01267

[REDACTED] AND MT. GREYLOCK REGIONAL SCHOOL DISTRICT
SETTLEMENT AGREEMENT

This Agreement is entered into by and between [REDACTED] and [REDACTED] (hereinafter, Parents) individually and on behalf of their son, [REDACTED] (hereinafter, [REDACTED]), and the Mt. Greylock Regional School District (hereinafter, Mt. Greylock Regional School District). In consideration of the settlement of this matter in lieu of proceeding to hearing, and in consideration of the mutual covenants herein contained, the parties agree as follows:

WHEREAS [REDACTED] is a student with disabilities who resides in Williamstown, MA, and the district is responsible for providing a free appropriate public education, including special education and related services, to [REDACTED]

WHEREAS, the parties desire to resolve the issue of [REDACTED] placement for the 2011-2012, 2012-2013, and 2013-2014 school years by mutual agreement, in lieu of proceeding to hearing, and in consideration of the mutual covenants herein the parties agree as follows:

1. While the District has offered an IEP in accordance with the requirements of Federal and State Law the Parents and the Mt. Greylock Regional School District have agreed based on the parents' desire to have [REDACTED] attend the Maplebrook School. The terms of this Agreement cover [REDACTED] private school placement at Maplebrook School in Amenia, NY (hereinafter, Maplebrook), for three (3) years beginning during the 2011-2012 school year and continuing through the 2013-2014 school year. Mt. Greylock Regional School District shall contribute

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thirty-four thousand three hundred fifty dollars (\$34,350.00) towards the total cost of his attendance at the school for each of the three years covered by this Agreement. Upon receipt of proof of payment by Parents to Maplebrook (cancelled checks or invoices marked paid or credit card receipt), Mt. Greylock Regional School District shall reimburse the Parents in the amount of thirty-four thousand three hundred fifty dollars (\$34,350.00) for each school year under the Agreement.

2. Further, Maplebrook shall develop Individual Education Plans (hereinafter, IEPs), which shall cover [REDACTED] tenth (10th) eleventh (11th) and (12th) grade placements at Maplebrook that comply with applicable state and federal laws, and forward the IEPs to Mt. Greylock Regional School District.
3. This contribution by Mt. Greylock Regional School District shall not entitle the Parents to any claim for future tuition or "placement pending appeal" at Maplebrook beyond the terms of this Agreement.
4. The parents agree to be fully responsible for both funding and providing [REDACTED] transportation to and from Maplebrook throughout the life of this Agreement.
5. The parties agree that during the term of this Agreement, the district (a) may observe [REDACTED] at Maplebrook from time to time, at responsible intervals, and with reasonable advance notice to the Parents, (b) may obtain copies of all progress reports, formal and informal benchmark testing to determine progress, and other student records concerning [REDACTED] from the school, (c) may participate in TEAM meetings or other meetings via teleconference as necessary. The

WILLIAMSTOWN-LANESBOROUGH PUBLIC SCHOOLS

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District agrees to provide the Parents promptly with copies of any and all reports or other documents that the District may generate as a result of any such observation or discussion.

6. This Agreement shall not constitute an admission by Mt. Greylock Regional School District that Maplebrook constitutes the Least Restrictive and/or Most Appropriate placement for [REDACTED]. Mt. Greylock Regional School District agrees to the terms of this Agreement for settlement purposes only.
7. This Agreement shall only remain in effect for the time period that the Parents are residents within the Mt. Greylock Regional School District. In the event that the Parents are no longer residents within the School District, the Parents are to notify the District immediately and the Parents will owe a pro-rated amount to the School District based on the length of time that they were no longer residents within the School District.
8. In the unlikely event that [REDACTED] is withdrawn, terminated, or otherwise leaves Maplebrook prior to the conclusion of the period covered by this Agreement, the parties agree to reconvene [REDACTED] TEAM for the purposes of developing a placement which complies with applicable state and federal laws and [REDACTED] entitlement to educational services.
9. 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, cause of action, suits, liabilities, claims of procedural violations, and any and all claims of any kind, nature, and description, both in law and equity, including claims by the Parent for payment of attorney's fees and any other costs and/or damages, concerning the provision of special education services for [REDACTED]. The parties understand that this settlement

WILLIAMSTOWN-LANESBOROUGH PUBLIC SCHOOLS

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Agreement does not apply to claims arising subsequent to the date of the signing of this Agreement, including any claims to enforce the terms of this Agreement.

10. Based upon [REDACTED] anticipated graduation in June 2014, the District would have fulfilled its obligation for any and all special education services for [REDACTED] upon [REDACTED] receipt of a high school diploma from the State of New York. In the event that [REDACTED] does not obtain a high school diploma or its NY equivalent, [REDACTED] will be entitled to receive transitional services through Mt. Greylock until his 22nd birthday. [REDACTED] will work with the Director of Pupil Personnel Services and adult service agencies to determine what services are needed to met [REDACTED] needs.

11. This Agreement and all of the terms of this Agreement 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 Parents may, without breach of the terms of this paragraph, disclose the terms of the Agreement to their financial, legal and educational advisors.

WILLIAMSTOWN-LANESBOROUGH PUBLIC SCHOOLS
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12. The parties to this Agreement had the right to be represented by counsel, and understand and acknowledge that they are waiving specific rights, which accrue to them pursuant to M.G.L. Ch. 71B, 20 U.S.C. 1400 et. seq., and section 504 of the Rehabilitation Act of 1973.
13. This Agreement is the entire agreement between the Parents, on behalf of their [REDACTED] and Mt. Greylock Regional School District, and is intended to take effect as a sealed instrument upon execution by both parties.

6/13/12 [REDACTED]
Date [REDACTED]

6/13/12 [REDACTED]
Date [REDACTED]

6/11/12 [REDACTED]
Date [REDACTED]

[REDACTED] and Mt. Greylock Regional School District

Settlement Agreement

AGREEMENT made this 8th day of May, 2015, between [REDACTED] in their individual capacities and as the parents of [REDACTED], and the Mt. Greylock Regional School District ("the District"), regarding [REDACTED]

This agreement is entered into by the parties, in full settlement of any and all claims that the parties have asserted or may assert against one another concerning the provision of special education and related services for the Student to date of execution of the Agreement as well as for the remainder of the 2014-2015 and 2015-2016 and 2016-2017 school years. The parties hereby agree as follows:

WHEREAS, the parties agree that the Student is a child with special needs within the meaning of M.G.L. c.71B, currently residing with his Parents within the Commonwealth of Massachusetts and in the Mt. Greylock Regional School District (the "District");

WHEREAS, the District has the responsibility for arranging for the provision of special education and related services for the Student; and

WHEREAS, the District has offered the Student a program of special education which it considers appropriate to assure him a free appropriate public education (FAPE); and

WHEREAS, the Parents placed the Student residentially at Maplebrook School in New York ("Maplebrook"); and

WHEREAS, the parties desire to resolve any dispute regarding the Student's educational placement expeditiously and economically, without the time and cost of litigation; and

NOW THEREFORE in full consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, 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 asserted against the District, its officers both elected and appointed, its agents, employees, or attorneys pertaining to, or arising out of any and all obligations which the District had or now has to provide a free appropriate public education (FAPE) to the Student, including but not limited to the provisions of regular and special education and/or related services, for any and all periods since he has been a resident of Williamstown, Massachusetts to the date of this Agreement.

2. Funding and Placement at Maplebrook: The District and Parents agree to the funding arrangement for the Student's residential placement at Maplebrook pursuant to the terms of this Agreement as provided below.
 - a. September 2012 to August 2013: Parents agree to waive any right to reimbursement for Student's placement at Maplebrook between September 1, 2012 and August 31, 2013, inclusive.
 - b. September 2013 to August 2014: Within sixty days of receipt of proof of payment, the District shall reimburse the Parents for one hundred percent (100%) of the cost of the Student's residential tuition for the period between September 1, 2013 and August 31, 2014, including summer, which is approximately \$64,500.
 - c. September 2014 to August 2015: Within sixty days of receipt of proof of payment, the District shall reimburse the Parents for one hundred percent (100%) of the cost of the Student's residential tuition for the period between September 1, 2014 and August 31, 2015, including summer, which is approximately \$66,500.
 - d. September 2015 to August 2016: The District agrees to pay directly to Maplebrook the cost of the Student's residential tuition for the period between September 1, 2015 and August 31, 2016, including summer.
 - e. September 2016 to August 2017: The District agrees to pay directly to Maplebrook the cost of the Student's residential tuition for the period between September 1, 2016 and August 31, 2017, including summer.
3. Placement Page and IEP: Upon execution of this agreement, the District shall, in collaboration with Maplebrook, administratively revise and provide Parents with an IEP and placement page specifying the Student's residential placement at Maplebrook. The execution of this agreement constitutes the Parents' acceptance of the program and placement at Maplebrook. The District may, but shall not be obligated to, convene any TEAM meetings for the Student during the term of this agreement. This Agreement shall be incorporated by reference into the Student's IEP for the term of this Agreement.
4. Transportation: Parents shall provide any and all transportation services for the Student during the period of this Agreement, and shall not seek reimbursement from the District for said services.
5. The District agrees to provide funding for the Student's residential placement at Maplebrook in accordance with Paragraph 2 of the Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by [REDACTED] respective IEPs and otherwise remains in good standing as a student at Maplebrook for the above-mentioned periods. The District shall not have any obligation to fund any portion of the Student's

residential placement at Maplebrook for any period which is not in actual attendance, or participating in the program, except for absences because of illness or otherwise in accordance with the Maplebrook policy of excused absences.

6. It is understood that the District's funding of the Student's residential placement at Maplebrook as stated in this Agreement shall under no circumstances exceed the specific amounts identified in Paragraph 2 above through the end of the 2016-2017 school year, which shall include the provision of all "regular education," "special education," "related services," and "transition services" for the Student for said school years. The District shall not be obligated to provide or fund any ancillary services including but not limited to supplies, materials, fees, computers, equipment, and laundry service. The parties agree that, except as provided in Paragraph 10 of this Agreement, the District shall have no obligation to fund or provide any other regular or special education services for the Student for said school year, including but not limited to any evaluations, through the period of this Agreement.
7. 2017-2018 School Year: On or before April 15, 2017, the District shall convene a Team to discuss the Student's special education eligibility and, if appropriate, to develop an IEP and identify a placement for the 2017-2018 school year. If an IEP is developed, the District shall provide the Parents with a copy of the proposed IEP and Team Determination of Placement developed at said meeting within ten (10) school working days after the date the IEP meeting occurs. The Parents agree to respond to said IEP within fifteen (15) calendar days of receipt thereof and that their failure to respond within this timeframe shall constitute a rejection of the proposed IEP and placement.
8. Should the Student be dismissed or become permanently separated from Maplebrook or the Parents believe that Maplebrook is no longer an appropriate placement for the Student, the parties agree to immediately reconvene a Team meeting to discuss appropriate educational programming and to develop an IEP for the Student.
9. The parties agree that this Agreement is subject to the provisions of Massachusetts statutes and regulations regarding residency, including M.G.L.c. 71B, § 5 and 603 C.M.R. § 28.10. In the event of a change in residency, the Parents agree to notify Mt. Greylock's Director of Student Services and further understand that the District's obligations may be limited in such circumstances.
10. The Parents stipulate that Maplebrook is wholly of their own selection; that Mt. Greylock represented nothing to them in relation to the merits of said placement; they relied solely on their own evaluation of the placement to determine its appropriateness.

11. This Agreement is not, and shall not be construed as, an admission of liability, fault, or wrongdoing of any kind by any Party.
12. Except as otherwise provided in this Agreement, the Parties, and each of them, agree to bear their own attorneys' fees and costs, and no Party shall be deemed to be a "prevailing party."
13. This Agreement does not constitute an admission by Mt. Greylock that Maplebrook constitutes the least restrictive, appropriate placement capable of assuring the Student a free appropriate public education (FAPE) and may not be used by any person or entity in any matter involving Mt. Greylock.
14. The Parents hereby consent and grant permission to Mt. Greylock to reasonably observe the Student from time to time at Maplebrook, with reasonable advance notice to Maplebrook and the Parents, and to receive from Maplebrook all copies of any Maplebrook school records, progress reports, testing results, authored by educators or others associated with Maplebrook who will provide services to Student during the course of his enrollment at Maplebrook.
15. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents remise, release, and forever discharge Mt. Greylock, its officials, employees, agents, attorneys, and contractors from all debts, demands, actions, causes of actions, suits, liabilities and any and all claims of any kind, nature, and description, whether substantive or procedural, both in law and in equity which they have asserted, or might assert against Mt. Greylock, its officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Mt. Greylock Public Schools to the date of this Agreement.
16. The Parents waive any claim to attorney fees, advocate or consultant fees and any and all other costs or fees relating to this matter. The Parents agree to withdraw their hearing request in [REDACTED] when this agreement is fully executed.
17. The parties to this Agreement acknowledge that they have consulted with counsel in the negotiation of this Agreement and have signed it voluntarily with full understanding of its terms. Without limiting the foregoing generality, the Parents specifically acknowledge that they are waiving any and all specific rights that might accrue to them under M.G.L. c. 30A, 71, 71B, 20 U.S.C. §1400 et seq., Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Regulations issued pursuant to thereto, and 42 U.S.C. §1983.
18. [REDACTED] hereby warrant and certify that they are the Parents and legal guardians of [REDACTED] with full power and authority to sign this binding Agreement on his behalf as well as their own. [REDACTED] in his capacity as the Superintendent of the Mt. Greylock

Regional School District hereby warrants and certifies that he has full power and authority to sign this binding Agreement on behalf of the Mt. Greylock Regional School District.

IN WITNESS WHEREOF, the parties have set their hands and seals as indicated below.

 _____
Date

 _____
Date

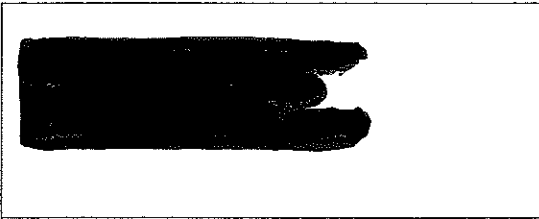
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Date



WE MAKE THE DIFFERENCE

MAPLEBROOK SCHOOL, INC.
 Amenia, New York 12501
 (845) 373 - 9511

ACCOUNT
OF:



Student Name:

Balance Due: \$ 0.00

AMOUNT OF REMITTANCE \$

DATE	REFERENCE	CHARGES	CREDITS
07/01/14	Tuition and Related Services School Year 2014-2015	\$61,500.00	
	Summer Program with Credit for Full-time enrollment	\$5,000.00	
		<i>\$66,500.00</i>	
12/19/13	Payment Received - Ck# 30807860		\$500.00
01/29/14	Deposit Received - Ck# 378		\$5,000.00
	Total Payment Amount \$5,500		
	Applied toward Tuition \$5,000		
	Applied to the Drawing Acct \$ 500		\$28,750.00
06/30/14	Payment Received - Ck# 2377		\$32,250.00
12/20/14	Payment Received - Ck# 505		
	Tuition Paid in Full		
	5/22/15		
	Kenneth Hale, Business Manager		

Current	31 - 60 Days	61 - 90 Days	Over 90 Days	TOTAL DUE
\$0.00	-	-	-	\$0.00



WE MAKE THE DIFFERENCE

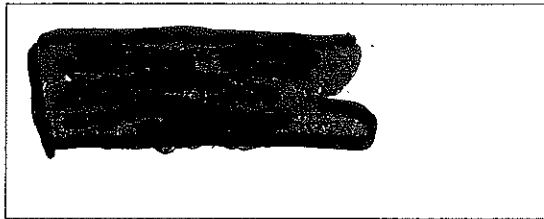
MAPLEBROOK SCHOOL, INC.

Amenia, New York 12501

(845) 373 - 9511

10/15/13
10-25-13

ACCOUNT OF:



Student Name:




Balance Due:

\$ 0.00

AMOUNT OF REMITTANCE

\$

DATE	REFERENCE	CHARGES	CREDITS
07/01/13	Tuition and Related Services School Year <u>2013-2014</u>	\$59,500.00	
	Summer Program with Credit for Full-time enrollment	\$5,000.00	
		64,500.00	
03/25/13	Deposit Received - Ck# 2172		
	Total Payment Amount \$4,000		
	Applied toward Tuition \$3,500		\$3,500.00
	Applied to the Drawing Acct \$ 500		
06/30/13	Payment Received - Ck# 276		\$28,750.00
12/27/13	Payment Received - Ck# 308047860		\$32,250.00
	Tuition Paid in Full		
	 5/22/15		
	Kenneth Hale, Business Manager		

Current	31 - 60 Days	61 - 90 Days	Over 90 Days	TOTAL DUE
\$0.00	-	-	-	\$0.00