

CONFIDENTIAL SETTLEMENT AGREEMENT

This Agreement is entered into by and between [REDACTED] hereinafter, "Parent"), individually and on behalf of her son, [REDACTED], the Tantasqua & Union 61 Regional School District ("Tantasqua"), and the Quaboag Regional School District ("Quaboag") (all of whom are hereinafter sometimes collectively referred to as "the Parties"), in full and final settlement of any and all claims that the Parties have asserted or could assert against one another, up to and including the date of execution of this Agreement, concerning the provision of special education and related services for [REDACTED]

WHEREAS the Parties agree that [REDACTED] is a student 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; that his Parent resides within Quaboag; and that [REDACTED] has attended Tantasqua via school choice since 2010; and

WHEREAS Tantasqua has the responsibility of arranging the provision of special education and related services for [REDACTED], and Quaboag has the responsibility of funding such special education programming via the mechanism of school choice; and

WHEREAS a dispute arose between the Parties concerning an appropriate placement for [REDACTED] after the end of the 2013-2014 school year, and the Parent unilaterally placed [REDACTED] at the [REDACTED] in approximately November, 2014 and subsequently filed a Request for Hearing, BSEA [REDACTED], and

WHEREAS the Parties desire to resolve all their disputes concerning [REDACTED] special education program;

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

1. Life of Agreement: This Agreement covers the 2014-2015, 2015-2016, 2016-2017, 2017-2018, and 2018-2019 school years only.
2. Retroactive Reimbursement: The Parent shall be reimbursed in the amount of \$21,481 for [REDACTED] residential tuition at [REDACTED] over the 2014-2015 school year. Quaboag shall reimburse \$11,481 by check payable directly to the Parent. Tantasqua shall reimburse \$10,000 by check payable directly to the Parent. The Parent will not be reimbursed for any other costs associated with [REDACTED] attendance at [REDACTED] during the 2014-2015 school year or his attendance at the [REDACTED] over the summer of 2014. Tantasqua and Quaboag agree to make their best effort to issue these reimbursements to Parent within 30 days of the execution of this agreement and no later than 60 days.

- a. Tantasqua hereby agrees not to seek, collect, or claim any further funding via the school choice funding mechanism from Quaboag on behalf of [REDACTED] for the 2014-2015 school year.

3. Prospective Placement and Tuition: Tantasqua and the Parent agree to share the cost of [REDACTED] residential placement at [REDACTED] for the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 school years. Tantasqua will fund fifty percent (50%) of [REDACTED] residential tuition rate, as approved for each year by the Massachusetts' Operational Services Division (OSD). For the 2015-2016 school year, [REDACTED] current approved residential tuition rate is \$69,890.00. Pursuant to 603 CMR 28.10(6)(b), the 50% residential tuition paid by Tantasqua shall be billed back to Quaboag, consistent with applicable school choice funding practices. At the discretion of Tantasqua and Quaboag, Quaboag may also pay the cost to [REDACTED] directly.

4. Other Costs: The Parent shall be responsible for any and all other costs associated with [REDACTED] residential placement at [REDACTED] during the life of this Agreement, for which there will be no reimbursement by either Tantasqua or Quaboag. Such other costs include, but are not limited to, the remaining tuition, transportation, summer services, books, required supplies and equipment, residential security deposits, miscellaneous fees, and any additional evaluations or related services recommended by [REDACTED].

5. Administrative IEPs and Waiver of Team Process: In order to secure the applicable OSD tuition rate, Tantasqua shall administratively develop and issue an IEP placing [REDACTED] at [REDACTED] for the 2015-2016, 2016-2017, 2017-2018, and 2018-2019 school years. These administrative IEPs shall cross-reference this Agreement. Neither Tantasqua nor Quaboag will convene or attend any Team meetings for [REDACTED]. Neither Tantasqua nor Quaboag will conduct any reevaluation(s) or assessments of [REDACTED].

6. Withdrawal of Hearing Request: The Parent agrees to immediately withdraw her Request for Hearing at the Bureau of Special Education Appeals (BSEA) [REDACTED] with prejudice.

7. Sunset Clause: The Parties anticipate that [REDACTED] shall complete 12th grade during the 2018-2019 school year. However, the Parties agree that effective with the conclusion of the 2018-2019 school year, [REDACTED] shall cease to be eligible for special education, and neither Tantasqua nor Quaboag shall have any further responsibility for [REDACTED] educational services, whether or not [REDACTED] has graduated from high school; whether or not [REDACTED] has received a high school diploma; and whether or not [REDACTED] has received adequate transition services. The Parties understand and agree that by complying with the terms of this Agreement, Tantasqua and Quaboag will have fulfilled their respective obligations to provide [REDACTED] with a free and appropriate public education during the period of this Agreement.

- a. In the unlikely event that there is an unforeseen and catastrophic change in the nature of [REDACTED] needs, such that continued placement at [REDACTED] would be clearly inappropriate, the Parent will notify Tantasqua and Quaboag immediately. Tantasqua shall then reconvene a Team to address [REDACTED] educational needs.

8. Tantasqua's and Quaboag's obligations under this Agreement shall continue only so long as:

- a. Except as provided in Paragraph 9, [REDACTED] remains enrolled in and, subject to ordinary excused absences, in attendance at [REDACTED], and;
- b. Quaboag remains the local education agency (LEA) fiscally responsible for [REDACTED] education, and Tantasqua remains the LEA programmatically responsible for [REDACTED] education, subject to the provisions of M.G.L., c. 76, § 5; M.G.L., c. 76, §12B; M.G.L., c. 71B inclusive; and 603 CMR 28.10.
 - i. If the Parent or [REDACTED] establish residence outside of Quaboag and within Tantasqua, Tantasqua shall continue with the fiscal responsibilities outlined in Paragraph 3 but shall not bill such costs back to Quaboag.
 - ii. If the Parent or [REDACTED] establish residence outside of Quaboag and outside of Tantasqua, Tantasqua and Quaboag shall continue the fiscal responsibilities outlined in Paragraph 3 through the end of the move-in period, as defined by M.G.L., c. 71B, § 5. The Parent understands and acknowledges that, in such a case, she will remain responsible for fifty percent (50%) of [REDACTED] residential tuition through the end of the move-in period.
 - iii. If the Parent or [REDACTED] establish residence outside of Quaboag and outside of Tantasqua, at the end of the move-in period defined by M.G.L., c. 71B, § 5, this Agreement shall become null and void.
- c. In September of each school year covered by this Agreement, the Parent shall provide proof of residency to Tantasqua. Proof of residency shall consist of two (2) of the following documents: Purchase and Sale Agreement for a residence; rental or lease agreement for a residence; utility bill in the Parent's name; or voter registration.

9. Ceasing to attend [REDACTED] In the event that [REDACTED] ceases to attend [REDACTED] for any reason prior to the completion of the 2018-2019 school year, the Parent will notify Tantasqua and Quaboag as soon as possible.

- a. The Parent may choose to enroll [REDACTED] in another private special education day or residential school approved by the Massachusetts Department of Elementary and Secondary Education for the remainder of the life of this Agreement.
- b. If [REDACTED] enrolls in a new private school as described in (a), Tantasqua agrees to contribute fifty percent (50%) of the OSD tuition rate for that new school, up to the amount which would have been paid to [REDACTED] under Paragraph 3, for the remainder of this Agreement. All other costs associated with placement in the new private school shall be borne by the Parent. Pursuant to 603 CMR

28.10(6)(b), the 50% tuition paid by Tantasqua shall be billed back to Quaboag, consistent with applicable school choice funding practices. At the discretion of Tantasqua and Quaboag, Quaboag may also pay the cost to the new private school directly.

- c. The Parent may also choose to enroll [REDACTED] in the [REDACTED] in [REDACTED] [REDACTED] for the remainder of the life of this Agreement.
- i. If [REDACTED] enrolls in [REDACTED], Tantasqua agrees to reimburse the Parent fifty percent (50%) of [REDACTED] published day student rate, up to the amount which would have been paid to [REDACTED] under Paragraph 3, for the remainder of this Agreement. Reimbursement shall be conditioned upon Parent providing proof of payment and proof of enrollment at [REDACTED]. Tantasqua agrees to make their best effort to issue this reimbursement to Parent within 30 days of proof being provided and no later than 60 days of proof being provided. All other costs associated with placement at [REDACTED] shall be borne by the Parent. Pursuant to 603 CMR 28.10(6)(b), the 50% tuition paid by Tantasqua shall be billed back to Quaboag, consistent with applicable school choice funding practices. At the discretion of Tantasqua and Quaboag, Quaboag may also reimburse the Parent directly.
- ii. The Parent understands and acknowledges that [REDACTED] is not approved by the Commonwealth of Massachusetts, and does not meet the requirements under Massachusetts law and regulations for a private school to provide special education and related services to an identified student. The Parent further acknowledges that [REDACTED] will not enter into a monitoring contract with either Tantasqua or Quaboag as required by Massachusetts special education regulations for out-of-district placements, and therefore that neither Tantasqua nor Quaboag will be able to formally monitor [REDACTED] placement at [REDACTED] nor to ensure that [REDACTED] is acting in a manner consistent with state and federal law or regulations. The Parent further understands and acknowledges that Tantasqua and Quaboag will not be able to directly fund placement at [REDACTED].
- iii. So long as [REDACTED] remains enrolled at Eagle Hill, the Parent understands and acknowledges that neither Tantasqua nor Quaboag will develop any IEP(s) for [REDACTED].
- d. Under no circumstances shall the amount of tuition paid to any subsequent private school under this Paragraph exceed the amount that Tantasqua agreed to contribute each year towards residential tuition at [REDACTED] under Paragraph 3.

10. General Release: Except as otherwise provided in this Agreement, and except to enforce the terms of this Agreement, the Parties hereby remise, release, and forever discharge each other from any and all debts, demands, actions, causes of action, suits, liabilities, claims of

procedural violations, and any and all claims of any kind, nature and description, both in law and in equity (including claims by the Parent for payment of attorneys' fees, evaluator fees, and any other costs and/or damages), concerning the provision of education, special education, transition, compensatory education, and related services to [REDACTED] up through the date of execution of this Agreement.

11. More particularly, and without limiting the generality of the foregoing, the Parties understand and acknowledge that they are waiving specific rights which may have accrued to them pursuant to M.G.L. c. 30A (the Administrative Procedure Act) and c. 71B ("Chapter 766"), 20 U.S.C. §§1400 et seq. ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act ("ADA") up to the date of execution of this Agreement.

12. Confidentiality: Except as otherwise required by law, the Parties agree that this Agreement itself as well as all the terms of this 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 counsel, financial advisors, educational advisors, potential alternate private school administrators per Paragraph 9 as necessary, school committee officials, as necessary, and [REDACTED] as necessary. In the event of a breach of this term by the Parent, resulting from unauthorized disclosure of financial terms to unauthorized third parties, Tantasqua and/or Quaboag retain the right to declare this Agreement null and void, and any remaining obligations contained herein would no longer be the responsibility of either Tantasqua or Quaboag. Parties agree that while Parent will inform authorized third parties of this confidentiality clause, Parent cannot be held responsible for the actions of authorized third parties. Notwithstanding the foregoing, the Parties acknowledge and agree that the Parent, without breach of this Paragraph, may indicate that [REDACTED] is enrolled at [REDACTED] 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.

13. Settlement Only: Nothing contained in this Agreement, nor the fact that any Party has signed this 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. The Parties enter into this Agreement for the purposes of settlement only.

14. Acknowledgement of Counsel: By signing this Agreement, each Party : acknowledges that the Party has been afforded ample opportunity to review this Agreement with legal counsel of the Party's choice; that the Party has read and understood the Agreement; and that the Party has signed this Agreement freely and voluntarily, without any further inducements or promises except as set forth herein. This Agreement may not be amended or modified except by a writing signed by all Parties. This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, successors and assigns.

15. 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.

16. Tantasqua and Quaboag warrant and certify that each school district's undersigned representatives are duly authorized to execute this binding Agreement on behalf of each respective school district. The Parent warrants and certifies that she is the legal guardian of [REDACTED] and has the legal authority to make this Agreement on his behalf as well as her own.

17. This Agreement shall be effective as a sealed instrument, and shall be governed by and construed under the laws of the Commonwealth of Massachusetts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement in six (6) duplicate originals.

Dated: 8/24/15

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

Dated: 8/24/15

Brenda Looney
Brenda Looney, Special Education Director,
Tantasqua & Union 61 Regional School District

Dated: 8/24/15

Deirdre J. Osypuk
Deirdre Osypuk, Director of Student Support
Services,
Quaboag Regional School District

[REDACTED] and the Quaboag Regional School District
BSEA Nos. [REDACTED]

SETTLEMENT AGREEMENT

This AGREEMENT is entered into this ____ day of June 2013 between [REDACTED] ("Parent") in her individual capacity and as the Parent of [REDACTED] ("Student" or [REDACTED] and the Quaboag Regional School District ("District").

WHEREAS, the parties have a dispute as to the Student's Individualized Education Plan ("IEP") and placement; and

WHEREAS, solely in an effort to resolve the parties' dispute as to the Student's educational needs and programming, the District agreed to make referrals to a number of private, therapeutic day school programs; and

WHEREAS, the Parent/Student visited and selected [REDACTED], a [REDACTED] ("the School") at this time after visiting some of the therapeutic day programs; and

WHEREAS, 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 regular education, special education, related services, extended school year services and compensatory services for the Student to the date of this Agreement; 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. For the remainder of the 2012-2013 school year (including summer of 2013), as well as the entire 2013-2014 school year (including summer of 2014), the District agrees to pay 100% of the tuition for the Student's day placement at the School at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for the Student's placement at the School. Said tuition shall be paid by the District directly to the School pursuant to terms agreed upon by the School and the District in a separate contract as required by the Massachusetts Department of Elementary and Secondary Schools (DESE). The District agrees to provide said funding for the Student's placement at the School for the period specified in this paragraph so long as the Student 1. Continues to be accepted by the School and participates in special education and related services as specified by her IEP and otherwise remains in good standing as a student at the School for the above-mentioned periods, 2. The School remains an approved



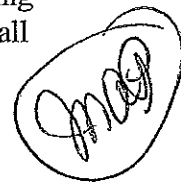
placement by DESE; and 3. [REDACTED] and the Parent continue to reside in the District pursuant to M.G.L. c. 71B, sect. 5 and M.G.L. c. 76, sect. 5. The District shall not have any obligation to fund any portion of the Student's placement at the School for any period which she is not in actual attendance, or participating in the program as specified by the IEP, except for absences because of illness or otherwise in accordance with the School's policy for excused absences.

2. The District will, in cooperation with the School and the Parent/Student, administratively revise the Student's individualized educational program (IEP) for said school years on an annual basis to reflect a day placement at the School consistent with the terms of this Agreement. Upon receipt of said IEPs, the Parent/Student shall provide their written consent to placement within five (5) calendar days. Any dispute over placement will be resolved at the Bureau of Special Education Appeals.
3. It is understood that the District's funding of the Student's placement at the School as stated in this Agreement shall under no circumstances exceed the specific amount identified in Paragraph 1, which shall include the provision of all "regular education," "special education" and "related services" for the Student for said school years. The parties agree that the District shall have no obligation to fund or provide any other regular or special education services for the Student for said school years, except that which is specifically called for by her day placement at the School and the IEP, and as needed, [REDACTED] may participate in the before school program operated by the District if the before school program is operating for the 2013-2014 school year. Such participation will be at the Parent's expense, and subject to the same terms and conditions as those for other students; the school will provide Parent only with those updates and information provided to other parents/guardians. Parent agrees that the staff will not provide her with written progress reports, meetings, conferences and documents which are different from and/or in addition to those for other parents/guardians. Upon Parent's request, the District shall provide an Occupational Therapy evaluation to [REDACTED] in accordance with the special education process.
4. Should the Student be dismissed or become permanently separated from the School due to any circumstances during the term of this Agreement, the parties agree to reconvene a Team meeting within ten (10) days to discuss appropriate educational programming and to develop an IEP for the Student. If agreement is not reached, the dispute will be resolved at the BSEA. The Student shall have the opportunity to attend school within the District until an IEP and placement is determined by the Team.
5. The Parent agrees to notify the District's Director of Student Services immediately in the event that the Parent/the Student resides (as defined in Massachusetts law) separately from each other in a school district(s) other than the District during the period of this Agreement.
6. The District shall be responsible for providing and funding transportation to/from the School on each school day and each day during which summer services are provided to the Student during the period of this Agreement. The District agrees



to include Robert L. McCarthy & Sons, Inc. of Brookfield, MA (McCarthy) as a bidder for a contract to provide said transportation services. The District agrees to contract with McCarthy to transport [REDACTED] only if McCarthy is the lowest bidder. The Parent is responsible for providing transportation to and from the School for herself and/or [REDACTED] at all other times, and shall not receive reimbursement for such transportation.

7. This Agreement does not constitute an admission by the District that the School 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 the District.
8. The Parent hereby consents and grants permission to the District to observe the Student from time to time at the School and to receive from the School all copies of any school records, progress reports, testing results, authored by educators or others associated with the School who will provide services to the Student during the course of her enrollment at the School. Further, the Parent hereby grants authorization to said service providers to discuss with appropriate representatives of the District information relating to said records, reports, testing results, and documentation for the provision of said services. The District agrees to provide notice to the Parent prior to any observation. In addition, the Parent shall provide the School with all evaluations and letters concerning treatment for [REDACTED] from [REDACTED] outside mental health providers, including but not limited to, [REDACTED] psychiatrist and therapist.
9. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parent remises, releases and forever discharges the District, 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 she has asserted, or might assert against the District, its officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the District's schools to the date of this Agreement. The Parent specifically waives and releases the District from any claims for attorney's fees, advocate's fees, the costs of evaluations, compensatory services, and/or the provision of any other special education and related services other than those services specified in the Student's current IEP.
10. Except where otherwise required by law, or except as necessary to enforce the terms of this Agreement, the parties agree that the terms and conditions of this Agreement shall remain confidential except that without breach of the Agreement, Parent may disclose the terms of this Agreement to the School, family members, the Department of Children and Families, and/or her attorneys.
11. The parties to this Agreement acknowledge that they have had the opportunity to consult 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 Parent specifically acknowledges that she is waiving any and all

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specific rights that might accrue to her 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, up until the date of this Agreement. It is agreed that each of the parties assumes all costs of its legal representation and all costs associated with this action.

12. On full execution of this Agreement and the execution of the IEP providing for Student's placement at the School, the Parent agrees to withdraw her BSEA Hearing Request [REDACTED] with prejudice, the District agrees to withdraw its BSEA Hearing Request [REDACTED] with prejudice, and the Parties further agree that those claims which are now pending before the BSEA, as well as any claims which could have been brought before the BSEA up to the date of this signed Agreement, are forever waived and dismissed.
13. [REDACTED] hereby warrants and verifies that she has full power and authority to sign this binding Agreement on behalf of herself and [REDACTED], and ensure compliance with this Agreement. Wendy Prunier, in her capacity as Director of Student Services for the District hereby warrants and verifies that she has full power and authority to sign this binding Agreement on behalf of the District.

[REDACTED]
[REDACTED], Parent

6-25-13
Date

Wendy Prunier
Wendy Prunier,
Director of Student Services

7/1/13
Date