[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day of [redacted] between [redacted] in their individual capacities and as the parents of [redacted] ("Parents"), and the Andover Public Schools ("District" or "Andover"), regarding [redacted] ("Student"). Parents and District will be referred to collectively herein as "the parties".

WHEREAS, the parties agree that the Student is a child with special needs within the meaning of M.G.L. c.71B whose resides in the town of Andover, Massachusetts;

WHEREAS, the District has the responsibility for arranging for the provision of special education and related services for the Student; 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 and/or Student 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 [redacted] enrolled in the District to the date of this Agreement.

2. Referral and Placement Selection: Upon execution of this Agreement, the District agrees to send referral packets seeking a [redacted] placement on Student's behalf to educational programs which are approved by DESE for the provision of special education services to publicly funded students. The parties agree to work collaboratively to identify a DESE approved [redacted] special education [redacted] program that would be appropriate for the Student. In addition to any programs the District feels may be appropriate for Student, the District agrees to send a referral packet to the [redacted] in the first round of packets. The parties agree a packet shall not be sent to the [redacted] at any point on Student's behalf. In the event that Student is accepted to more than one school, the Parents may select the school of their choice (hereinafter, "the Program"). The Parents hereby consent and grant permission to Andover to release Student's educational records to any DESE approved schools that receive referral packets pursuant to this Agreement.

3. Funding and Placement: Upon the Student's acceptance and enrollment in the Program, the District agrees to fund 100% of the cost of Student's [redacted] tuition for 12 months, beginning from the date of the Student's enrollment in the Program, at the applicable public tuition rate at the Program as established by the Massachusetts Operational Services Division (OSD) for said school year. The District's payments shall be made directly to the selected [redacted] by terms agreed upon between the District and the Program.

Parents agree to be fully and solely responsible for all other costs and fees related Student's education during the lifetime of this Agreement, other than as explicitly set forth within this Agreement. Specifically, Parents shall assume all other costs and responsibility for payment of any Student activity fees, school supplies, and any other miscellaneous educational expenses. Parents agree to not seek any additional services, related services or transition services from District beyond the terms of this Agreement for the lifetime of this Agreement.

4. Placement Page and IEP: Upon the Student's acceptance and enrollment in the Program, the District shall, in collaboration with the Program, administratively revise and provide Parents with an IEP and placement page specifying the Student's [redacted] at the Program for a 12 month period that shall begin on the first day of Student's enrollment in the Program. The execution of this Agreement constitutes the Parents' acceptance of the Program and corresponding IEP placement for said 12-month period. Parents further agree to administratively extend the dates of the Student's IEP for 12 months beginning from the date of the Student's enrollment in the Program. Student's placement pending appeal or "stay put" placement shall be the Program as identified the IEP developed pursuant to this paragraph.

5. Transportation. Parents shall provide any transportation required to and from the Program during the lifetime of this Agreement. Parents agree to not seek reimbursement for such transportation costs during the lifetime of this Agreement.

6. Maintenance of Current Program/ Summer [redacted] During the pendency of the time period in which the parties seek a [redacted] for Student as outlined in paragraph 1, the parties agree Student will remain in his current [redacted] program at the [redacted] and shall continue to receive the same level of services and programming that he is currently receiving as of the date of the execution of this Agreement. Specifically, the District agrees to provide Student with all current IEP services as well as transportation to and from his afterschool program at the [redacted] three days per week. In the event that Student is not attending a [redacted] school by summer [redacted] the parties agree the District will fully fund the cost of Student to attend [redacted] unless they agree otherwise in writing.

7. Material and Substantial Change in Circumstances. In the unlikely event that Student becomes separated from [redacted] during the lifetime of this Agreement, Parents shall notify the District immediately. The District will hold a Team meeting within ten (10) school days of receipt of such notice from Parents. The Parties shall have all the rights to evaluations and procedural protections pursuant to state and federal laws and regulations in the development of an IEP through the Team process. In the event of a dispute concerning any IEP written pursuant to this paragraph, the Parents agree that placement pending appeals shall be the program and placement reflected in the IEP generated by the District after the Team process described above.

8. Good Standing. The District agrees to fund the Student's [redacted] placement at the Program in accordance with the terms of this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by his respective IEP and otherwise remains in good standing as a student at the Program during the period of time covered by this Agreement. The District shall not have any obligation to fund any portion of the Student's placement for any period which he is not in actual attendance or participating in the Program, except for absences because of illness of otherwise in accordance with the policy of the Program.

Andover Public Schools to the date of the execution of this Agreement, including any claims the Student may bring on [redacted] own behalf.

15. Specific Release of Claims. Without limiting the foregoing generality, the Parents specifically acknowledge that they are waiving any and all specific rights that have or might otherwise accrue to them and/or the Student through the period of this agreement 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, including any and all claims the Student may bring on [redacted] own behalf.

16. Future COVID 19 Related Closures. Parents understand and agree that the Program in which the Student is enrolled shall be responsible for providing the Student with any and all services, whether remote or otherwise, during any period of COVID-19 school closure or any other mandated school closure period. The Parents expressly release any and all claims and forever discharge the Andover Public Schools for compensatory and/or additional services arising out of any school closure and/or remote learning through the period of this Agreement.

17. Access to Counsel and Understanding of Agreement. 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 knowingly and voluntarily with full understanding of its terms.

18. Actual Authority. The Parents hereby warrant and certify that they are the custodial Parents and legal guardians of [redacted] with full power and authority to sign this binding Agreement on [redacted] behalf as well as their own. Dr. Sara Stetson, in her capacity as the Assistant Superintendent of Student Services for the Andover Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

19. Entire Agreement/Modification. This Agreement constitutes the entire Agreement of the Parties pertaining to the subject matter thereof. This Agreement may be amended or modified only through a written document drafted subsequent to the signing of this Agreement.

IN WITNESS THEREOF the parties hereby sign and seal two (2) copies of the AGREEMENT.

[redacted]

[redacted]

Dr. Sara Stetson, Date
Assistant Superintendent of Student Services
Andover Public Schools

[redacted] and Andover Public Schools
Memorandum of Agreement

This Agreement is entered into by the Parents of [redacted] ("Parents") and the Andover Public Schools ("Andover" or "District") regarding [redacted] ("Student") in full resolution of any and all claims that the parties have asserted or may asset against one another concerning the provision of special education and related services for the Student from the date of the Student's enrollment in the Andover Public Schools through the date of this Agreement.

The parties hereby agree as follows:

1. [redacted] Upon execution of this Agreement, for the period of [redacted], the District agrees to provide daily round trip transportation between the Student's home and the location of the [redacted] anticipated to be located in [redacted] at the beginning and ending of the typical school day at the [redacted]

2. Placement at the [redacted] Upon the execution of this Agreement, beginning on [redacted] the District shall fund 100% of the cost of the Student's [redacted] placement at the [redacted] at the applicable public tuition rate as established by the Massachusetts Operations Services Division (OSD) for one calendar year. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted] The Parents agree to hold the District harmless for any and all costs over and above the public OSD tuition rate for one calendar year. The execution of this Agreement constitutes the Parents' acceptance of the placement at [redacted] for one calendar year.

3. Placement Page, IEP, and Reevaluation: Commensurate with the execution of this Agreement, the District shall administratively prepare a placement page indicating the Student's [redacted] placement at [redacted] for the period of this Agreement and present it to the Parents for their acceptance.
   a. The Parents agree to continue to extend the Student's current IEP [redacted] and continue to postpone the Student's 3 year reevaluation until [redacted] can conduct the Student's reevaluation in the fall of [redacted]
   b. Commensurate with the execution of this Agreement, the District shall prepare an evaluation consent form for the Student's three year reevaluation and present it to the Parents for their acceptance.
   c. The parties agree that the Team will reconvene on or about September 1, [redacted] (or some other mutually agreed upon date) to review the updated evaluations and discuss the Student's educational needs at that time and provide a proposed IEP to the Parents. The IEP shall run through the period of this Agreement [redacted]

4. [redacted] School Year: The parties agree that on or about July 1, [redacted] the District shall convene a Team meeting to discuss appropriate educational programming for the Student for the [redacted] school year, and the District shall propose an IEP and placement. If there is a dispute, the Student's "stay put" placement shall be the program and placement proposed by the Andover Public Schools.

5. The Parents hereby consent and grant permission to Andover to observe the Student at [redacted] and to receive all copies of any school records, progress reports, and/or testing results from [redacted] during the period of the Agreement. Further, the Parents hereby grant authorization to evaluators and service providers to discuss with representatives of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

6. The District agrees to fund the Student's placement at [redacted] in accordance with the terms of this Agreement so long as the Student continues to be accepted by and participate in special education and related services as specified by [redacted] respective IEPs and otherwise remains in good standing as student at [redacted] during the period of time covered by this Agreement.

7. In the unlikely event the Student is separated from [redacted] for any reason prior to the expiration of this Agreement, the Parents shall notify the District immediately, and the Team shall convene to propose a program and placement for [redacted] In the event of a dispute, the Student's "stay put" placement shall be the program and placement proposed by the Andover Public Schools.

8. This Agreement does not constitute an admission by either party, but is entered into in the spirit of good faith and cooperation. The District's funding/services as set forth in this Agreement constitute the District's sole obligation to the Student for the period of this Agreement.

9. The parties agree that they and their representatives, agents and attorneys shall maintain the confidentiality of this settlement Agreement except as required by law, as necessary to implement the agreement, and as necessary to enforce the terms. The parties waive any claim to attorney's fees, advocate's or consultant fees, and any and all other costs or fees relating to this matter.

10. The parties agree that this memorandum of agreement resolves any and all issues regarding the Student's educational program and placement which exist or may exist to date under state and federal law. The Parents expressly release any and all claims and discharge the District for compensatory/additional services arising out of the COVID-19 school closures or any other school closures through the period of this Agreement.

11. The Parents agree to indemnify and hold Andover harmless regarding any claims related to or arising from the Student's enrollment and participation in the program and placement at [redacted] including any claims the Student may bring on [redacted] behalf.

12. By signing this agreement, the parties acknowledge that they have read the entire agreement, have had the opportunity to consult with counsel, and are signing this agreement knowingly, voluntarily, and with full understanding of its terms.

[redacted]

[redacted] and the Andover Public Schools
Memorandum of Agreement

In order to resolve all of the issues which are or may be in dispute to date regarding the educational services and placement for [redacted] ("Student"), the Student's Parents ("Parents"), and the Andover Public Schools ("Andover" or "District") hereby agree as follows:

1. Referrals, Placement, and Funding: Upon execution of this Agreement, the District agrees to send referral packets and support a [redacted] at one of the following programs: [redacted] The Parents hereby consent and grant permission for Andover to communicate and exchange information relating to the Student with the above-listed schools as part of the referral process.
    a. In the event the Student is not accepted by any of the above-listed schools, the parties agree to work collaboratively to identify another DESE approved private special education [redacted] that would be appropriate for the Student.
    b. In the event the Student is accepted to more than one of the above-listed schools, the Parents may select the school of their choice (i.e., "the Program").
    c. No compensatory or other claims shall accrue during the referral period.
    d. Upon the Student's acceptance and enrollment in the Program, the District agrees to fund 100% of the cost of the Student's [redacted] tuition, inclusive of summer programming for [redacted], from the date of the Student's enrollment in the Program to [redacted] at the applicable public tuition rate at the Program as established by the Massachusetts Operational Services Division (OSD) for the period of this Agreement. The District's payments shall be made directly to the Program by terms agreed upon between the District and the Program.
    e. The Parents agree to hold the District harmless for any and all costs over and above the public OSD day tuition rate for the Program.
    f. The Parties agree that the District will administratively change the Student's IEP to reflect a placement at the Program. Within eight weeks of Student's enrollment at the Program pursuant to this Agreement, the District shall convene a Team meeting and, with input from the Program and Parents propose an IEP for Student's placement at the School from the date of that meeting through [redacted] Said IEP shall be consistent with the terms of this Agreement, including but not limited to Paragraph 4.

2. Transportation: The District shall provide daily round trip transportation services for the Student to and from [redacted] home and the Program, with said transportation services being limited to the beginning and ending of the typical school day at the Program.

3. Attendance: The District agrees to contribute funding towards the Student's [redacted] at the Program in accordance with the terms of this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by her respective IEP and otherwise remains in good standing as a student at the Program during the period of time covered by this Agreement. The District shall not have any obligation to fund any portion of the Student's placement for any period which [redacted] is not in actual attendance or participating in the program, except for absences because of illness or otherwise in accordance with the policy of the Program.

a. If the Student is dismissed or becomes permanently separated from the Program for any reason at any time during the period of this Agreement, the parties agree to reconvene a Team meeting to discuss the Student's educational programming and placement. In the event of a dispute, the Parents understand and agree that the Student's placement pending appeal ("stay put") shall be at an appropriate DESE approved private special education [redacted] and placement proposed by the Andover Public Schools.

4. Andover's funding of the Student's [redacted] at the Program as set forth in this Agreement constitutes the District's entire obligation to provide any and all regular education, special education, related services, summer services, compensatory services, and/or transition services for the Student for the period of this Agreement. The District may, but is not obligated to, convene any Team meetings or conduct any evaluations of the Student during the term of this Agreement, except as provided in Paragraphs 1(f), 3(a) and 5 of this Agreement.

5. In order to develop an IEP for the time period following the period of this Agreement [redacted] school year, including [redacted] summer services)), the parties agree that the Student's Team shall reconvene on or about April [redacted] (on a mutually agreed upon date) to discuss the Student's educational needs and propose an IEP and placement for the Student. Should any dispute exist regarding the Student's educational needs, the parties agree that the placement pending appeal shall be at the Program under the terms of this Agreement.

6. This Agreement does not constitute an admission by the Andover Public Schools that the Program 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 Andover.

7. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents remise, release, and forever discharge Andover, its officials, employees, agents, attorneys, and contractors from all debts, demands, actions, whether substantive or procedural, both in law and in equity which they have asserted, or might assert against Andover, its officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of this Agreement, including any claims the Student may bring on [redacted] own behalf.

8. Parents understand and agree that the Program is responsible for providing the Student with any and all remote learning services during any period of COVID-19 school closure or any other mandated school closure period during the period of this Agreement. The Parents waive any and all claims and forever discharge the Andover Public Schools for compensatory and/or additional services arising out of any school closure and/or remote learning through the period of this Agreement.

9. The Parents and District agree that they and their representatives, agents, advocates, and attorneys will maintain the confidentiality of this agreement, except as required by law or to enforce the terms of this Agreement. The parties agree that they are responsible for their own attorney's fees and all other costs associated with this matter.

10. In signing this Agreement, the Parents and District acknowledge that they have read the entire Agreement, have the full authority to enter this Agreement, have had the opportunity to consult with counsel in the negotiation of this Agreement, and have signed it knowingly and voluntarily with a full understanding of its terms.

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

[redacted]

[redacted]

Dr. Sara Stetson Date
Assistant Superintendent of Student Services,
Andover Public Schools

[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day of [redacted] between [redacted] in their individual capacities and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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.

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 her Parents, in the town of Andover, Massachusetts;

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

WHEREAS, the District offered the Student a program of special education which it considered appropriate to assure [redacted] a free appropriate public education (FAPE); and

WHEREAS, the Parents considered the placement within the District inappropriate and prefer that the Student be placed at the [redacted]; 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 she enrolled in the District through the date of this Agreement.

2. Funding and Placement at [redacted]
   a. For th[redacted] school year, the District agrees to fund $38,897.90 towards the cost of the Student's [redacted] at [redacted] Parents shall be responsible for any costs above said amount and shall not seek reimbursement from the District.
   b. For the [redacted] school year, the District agrees to fund 100% of the cost of the Student's [redacted] at [redacted] at the applicable public [redacted]

tuition rate as established by the Massachusetts Operational Services Division (OSD) for said school year.

c. The District's payments for the [redacted] and [redacted] school years shall be made directly to [redacted] by terms agreed upon between the District and [redacted]. Parents shall indemnify and hold the district harmless for any costs above said amounts for each of the [redacted] and [redacted] school years and shall not seek reimbursement from the district.

d. For the remainder of the [redacted] school year, the Student will remain in [redacted] current in-district program. The Parents understand and agree that no compensatory services or other claims accrue to the Parent or Student from the date of execution of this Agreement through the date of the Student's enrollment at [redacted]

3. Parents agree to fund any and all summer/extended school year services for the Student for the period of time covered by this Agreement and shall not seek reimbursement from the District.

4. Placement Page & IEP: On or before September 1, [redacted] the District shall, in collaboration with [redacted] administratively draft and provide Parents with an IEP and placement page specifying the Student's [redacted] at [redacted] for the [redacted] school year. On or about September 1st of the [redacted] (12th grade) school year, the District shall, in collaboration with [redacted] administratively revise and provide Parents with an IEP and placement page specifying the Student's [redacted] at [redacted] for said school year. The execution of this Agreement constitutes the Parents' acceptance of the program and placement at [redacted] for said school years.

5. Transportation: Parents agree to provide any and all transportation for the Student and shall not seek reimbursement from the District.

6. The District agrees to the funding arrangement for the Student's [redacted] at [redacted] in accordance with Paragraph 2 of this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by her respective IEPs and otherwise remains in good standing as a student at [redacted] for the above-mentioned periods. The District shall not have any obligation to fund any portion of the Student's placement at [redacted] for any period which [redacted] is not in actual attendance, or participating in the program, except for absences because of illness or otherwise in accordance with the [redacted] policy of excused absences.

   a. In the unlikely event that the Student is separated from [redacted] for any reason prior to the expiration of this Agreement, the Parents shall notify the District immediately, and the Team shall convene to propose a program and placement for [redacted] In the event of a dispute, the Student's "stay put" placement is the program and placement proposed by the Andover Public Schools.

7. It is understood that the District's funding of the Student's tuition at [redacted] as stated in this Agreement shall under no circumstances exceed the specific amount identified in Paragraph 2 above which shall include the provision of all "regular education," "special education," "related services," "extended school year/summer services" "compensatory services," and "transition services" for the Student for the period of time covered by this Agreement. The District shall not be obligated to provide or fund any ancillary or additional services including but not limited to supplies, materials, fees, computers, and equipment. The parties agree that, except as provided in Paragraphs 6a and 11

of this Agreement, the District shall have no obligation to fund or provide any additional regular or special education services for the Student for the period of time covered by this Agreement nor shall the District be required to convene any team meetings or conduct any evaluations of the Student during the period of time covered by this Agreement.

8. This Agreement is specifically conditioned upon the following events to occur after its execution by the parties, and unless these conditions are and continue to be met, this Agreement shall terminate:
   a. [redacted] must continue to be approved by the Department of Elementary and Secondary Education to provide special education and related services to publically funded students pursuant to 603 CMR 28.09 or be approved as a sole source provider for Student; and
   b. [redacted] must have a provisional or final rate set and approved by the Operational Services Division of the Commonwealth of Massachusetts throughout the term of this Agreement.

9. MCAS: The Parents understand and agree that the Student is required to participate in all state-mandated (MCAS) testing, and that [redacted] is responsible for preparing and administering the MCAS and for timely providing Andover Public School's Assistant Superintendent of Student Services with the Student's MCAS test results.

10. Graduation: It is the parties' hope and expectation that on or about June [redacted] the Student will graduate from high school and be issued a diploma from [redacted] in which case the Student shall be deemed to have "graduated from high school" for purposes of state and federal laws and regulations. The Parents agree that except in the event of extraordinary circumstances which substantially and materially change the Student's disabling condition and educational needs, the Student's entitlement to the provision of educational services of any nature from Andover Public Schools shall irrevocably terminate on the last day of the regular school year for 12th grade students at [redacted] in June [redacted] regardless of whether [redacted] issues the Student a diploma on or after said date.
    a. The Parents understand and agree that in order to receive a high school diploma from Andover Public Schools in lieu of a [redacted] diploma, the Student must satisfy all Andover graduation and diploma requirements and pass the MCAS test, and in the event that [redacted] is unable to satisfy these requirements, the Student will receive a Certificate of Completion from Andover on or about June [redacted] which shall constitute "graduation from high school" for purposes of state and federal laws and regulations.

11. Should the Student be dismissed or become permanently separated from [redacted] due to extraordinary circumstances which substantially and materially change the Student's disabling condition and educational needs prior to the last day of the regular school year for 12th grade students at [redacted] in June [redacted] the parties agree to reconvene a Team meeting to discuss appropriate educational programming and to develop an IEP for the Student. In the unlikely event of such circumstances, and if there is a dispute as to the Student's program/placement, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools. The Parents agree that the Student shall not have a right to "stay put" in any other out of district placement in which they might unilaterally enroll the Student during the period covered by this Agreement.

12. 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 the Student's or Parents' residency, the Parents agree to notify Andover Public School's Assistant Superintendent of Student Services and further understand that the District's obligations may be limited in such circumstances.

13. Parents understand and agree that this Agreement is conditioned upon the Student's enrollment within the [redacted] program only, that is, the program approved by DESE for the provision of special education. The Student shall not be permitted to enroll in any [redacted] class. If the Student enrolls in any [redacted] class, this Agreement shall be void. Parents shall provide the District's Assistant Superintendent of Student Services with the Student's schedule on a quarterly basis.

14. The Parents stipulate that [redacted] is wholly of their own selection; that Andover Public Schools 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; and the Parents agree to indemnify and hold Andover harmless regarding any claims related to or arising from the Student's enrollment and participation in the program and placement at [redacted], including any claims the Student may bring on [redacted]wn behalf.

15. This Agreement does not constitute an admission by the Andover Public Schools that [redacted] 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 Andover.

16. The Parents hereby consent and grant permission to Andover to observe the Student at [redacted] and to receive from [redacted] all copies of any [redacted] school records, progress reports, testing results, authored by educators or others associated with [redacted] who will provide services to Student during the course of [redacted] enrollment at [redacted] Further, the Parents hereby grant authorization to said service providers to discuss with representatives of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

17. The Parents waive any claim to attorney's fees, advocate's or consultant fees and any and all other costs or fees relating to this matter.

18. The parties agree that they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The parents may provide a copy of this Agreement to [redacted] Otherwise, the parties agree that no information concerning this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parent Advisory Council sites, except that the parties or their attorneys, may disclose the terms of this settlement to any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, and to

comply with any state or federal law, regulation or requirement and with financial advisors. In response to inquiries, the parties and their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause may constitute a material breach of the Settlement Agreement and may be considered grounds for voiding the Agreement.

19. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents/Student remises, releases, and forever discharges Andover, 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 Andover, its officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement. The Parents agree to indemnify and hold Andover, its officials, employees, agent, attorney and contractors harmless from all debts, demands actions, causes of action, suits, liabilities and any and all claims that the Student may bring on [redacted] own behalf arising from the Student's educational placement.

20. 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 Parents specifically acknowledge that they are waiving any and all specific rights they might otherwise invoke through the period of this Agreement 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, including any claims the Student may bring on [redacted] own behalf.

21. Parents understand and agree that [redacted] shall be responsible for providing the Student with any and all remote learning services during any period of COVID-19 school closure or any other mandated school closure period. The Parents expressly release any and all claims and forever discharge the Andover Public Schools for compensatory and/or additional services arising out of any school closure and/or remote learning.

22. Upon execution of this Agreement, the Parents hereby withdraw with prejudice their due process hearing currently pending before the Bureau of Special Education Appeals [redacted] and shall file a written withdrawal with the Bureau.

23. [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 [redacted] behalf as well as their own. Dr. Sara Stetson, in her capacity as Assistant Superintendent of Student Services for the Andover Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

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

[redacted]

[redacted]

Dr. Sara Stetson, Date
Assistant Superintendent of Student Services,
Andover Public Schools

[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day of [redacted] between [redacted] in their individual capacity and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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. 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 Parents in the town of Andover, Massachusetts;

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

WHEREAS, the District offered the Student a program of special education which it considered appropriate to assure [redacted] a free appropriate public education (FAPE); and

WHEREAS, the Parents considered the placement within the District inappropriate and requested placement at [redacted] 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 enrolled in the District through the date of this Agreement.

2. Funding and Placement: For each of the [redacted] school years, the District agrees to fund one hundred percent (100%) of the cost of the Student's [redacted] at [redacted] at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for said school years. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted] Parents shall indemnify and hold the district harmless for any costs above the OSD tuition rate for each of the [redacted] school years.

3. Parents agree to fund any and all summer/extended school year services for the Student for the period of time covered by this Agreement and shall not seek reimbursement from the District.

4. Placement Page & IEP: On or about September 1 of each school year, the District shall, in collaboration with [redacted], administratively draft and provide Parents with an IEP and placement page specifying the Student's [redacted] at [redacted] for the [redacted] school years. The execution of this Agreement constitutes the Parents' acceptance of the program and placement at [redacted] for said school years.
    a. The parties understand and agree that nothing precludes the Parents and [redacted] from meeting to discuss the Student's IEP and educational needs and to more fully develop an IEP annually without the District present, reflecting the services, goals and benchmarks the Student will receive at [redacted] consistent with this Agreement, and without increasing the District's financial obligations as outlined in paragraph 2. Within approximately thirty (30) days of receiving the draft annual IEP from [redacted], the District will issue an administratively revised IEP consistent with this Agreement.

5. Transportation: Parents agree to provide any and all transportation for the Student for the period of time covered by the Agreement and shall not seek reimbursement from the District.

6. The District agrees to the funding arrangement for the Student's placement at [redacted] in accordance with Paragraph 2 of this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by his respective IEPs and otherwise remains in good standing as a student at [redacted] for the above-mentioned periods. The District shall not have any obligation to fund any portion of the Student's placement at Learning Prep for any period which he is not in actual attendance, or participating in the program, except for absences because of illness, or otherwise in accordance with the [redacted] policy of excused absences.
    a. In the unlikely event that the Student is separated from [redacted] for any reason prior to the expiration of this Agreement, the Parents shall notify the District in writing immediately, and the District Team shall convene within ten (10) days of receipt of the written notice from Parents to propose a program and placement for [redacted] In the event of a dispute, the Student's "stay put" placement is the program and placement proposed by the Andover Public Schools.

7. It is understood that the District's funding of the Student's tuition at [redacted] as stated in this Agreement shall under no circumstances exceed the specific amount identified in Paragraph 2 above which shall include the provision of all "regular education," "special education," "related services," "extended school year/summer services" "compensatory services," and "transition services" for the Student for said school years. The District shall not be obligated to provide or fund any ancillary or additional services including but not limited to supplies, materials, fees, computers, and equipment. The parties agree that, except as provided in Paragraphs 2, 6a, 10, and 11 of this Agreement, the District shall have no obligation to fund or provide any additional regular or special education services for the Student for the period of time covered by this Agreement nor shall the District be required to convene any team meetings or conduct any evaluations of the Student during the period of time covered by this Agreement.

8. This Agreement is specifically conditioned upon the following events to occur after its execution by the parties, and unless these conditions are and continue to be met, this Agreement shall terminate:
   a. [redacted] must continue to be approved by the Department of Elementary and Secondary Education to provide special education and related services to publicly funded students pursuant to 603 CMR 28.09 or be approved as a sole source provider for Student; and
   b. [redacted] must have a provisional or final rate set and approved by the Operational Services Division of the Commonwealth of Massachusetts throughout the term of this Agreement.

9. MCAS: The Parents understand and agree that the Student is required to participate in all state-mandated (MCAS) testing, and that [redacted] is responsible for preparing and administering the MCAS and for timely providing Andover Public School's Assistant Superintendent of Student Services with the Student's MCAS test results.

10. In order to ensure the orderly development of an IEP for the [redacted] school year, the Parents hereby consent and agree that the District shall have the opportunity to conduct evaluations, and either present an IEP to the Parents for their review and response in May [redacted] The Parents hereby agree that the Student shall return to the Andover Public Schools for in-district transition services and waive their right to (1) withdraw said consent to evaluate at any later date, (2) unilaterally place the Student in any out-of-district program; and (3) reject any placement proposal for in-district transition programming. Parents understand and agree that they shall have no right to "stay-put" at [redacted] or any other [redacted]. Should any unresolved dispute exist regarding the Student's placement, the parties understand and agree that the placement pending appeal (i.e. "stay put" placement) will be the program and placement as proposed by the Andover Public Schools.

11. Should the Student be dismissed or become permanently separated from [redacted] due to extraordinary circumstances which substantially and materially change the Student's disabling condition and educational during the period of this Agreement, the parties agree to reconvene a Team meeting to discuss appropriate educational programming and to develop an IEP for the Student. In the unlikely event of such circumstances, and if there is a dispute as to the Student's program/placement, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools. The Parents agrees that the Student shall not have a right to "stay put" in any other out of district placement in which they might unilaterally enroll the Student during the period covered by this Agreement.

12. 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 the Student's or Parents' residency (including in the event the Student begins to live with both Parents and the Parents live in two school districts, irrespective of school vacation periods), the Parents agree to notify Andover Public School's Assistant Superintendent of Student Services and further understand that the District's obligations may be limited in such circumstances.

13. The Parents stipulate that [redacted] is wholly of their own selection; that Andover Public Schools 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.

14. This Agreement does not constitute an admission by the Andover Public Schools that [redacted] 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 Andover.

15. The Parents hereby consent and grant permission to Andover to observe the Student at [redacted] and to receive from [redacted] all copies of any [redacted] school records, progress reports, testing results, authored by educators or others associated with [redacted] who will provide services to the Student during the course of his enrollment at [redacted] Further, the Parents hereby grant authorization to said service providers to discuss with representatives of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

16. The parties waive any claim to attorney's fees, advocate's or consultant fees and any and all other costs or fees relating to this matter.

17. The parties agree that they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The parties agree that no information concerning this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parents Advisory Council sites, except that the parties or their attorneys, may disclose the terms of this settlement to [redacted], any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, and to comply with any state or federal law, regulation or requirement and with financial advisors. In response to inquiries, the parties and their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause may constitute a material breach of the Settlement Agreement and may be considered grounds for voiding the Agreement.

18. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parties remise, release, and forever discharge each other, their 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 each other, their officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement. The Parents acknowledge that the Student will turn [redacted] old during the term of this Agreement and agree to indemnify and hold Andover, its officials, employees, agent, attorney and contractors harmless from all debts, demands actions, causes of action, suits, liabilities

and any and all claims that the Student may bring on [redacted] own behalf arising from the Student's educational placement.

19. 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 Parents specifically acknowledge that they are waiving any and all specific rights they might otherwise invoke through the period of this Agreement 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, including any claims the Student may bring on [redacted] own behalf.

20. Parents understand and agree that [redacted] shall be responsible for providing the Student with any and all remote learning services during any period of COVID-19 school closure or any other mandated school closure period. The Parents expressly release any and all claims and forever discharge the Andover Public Schools for compensatory and/or additional services arising out of any school closure and/or remote learning, including but not limited to Covid Compensatory Services.

21. Upon execution of this Agreement, the Parents hereby withdraw with prejudice the due process hearing currently pending before the Bureau of Special Education Appeals [redacted] and shall file a written withdrawal with the Bureau.

22. [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 [redacted] behalf as well as their own. Sara Stetson, in her capacity as Assistant Superintendent of Student Services for the Andover Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

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

[redacted]

Parents



[redacted]

Sara Stetson, Date
Assistant Director of Student Services,
Andover Public Schools

[redacted] and Andover Public Schools

Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day of [redacted] between [redacted] in their individual capacities and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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 [redacted] Parents within the Commonwealth of Massachusetts and in the town of Andover;

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

WHEREAS, the parties desire to resolve any dispute between the parties pertaining to the Student expeditiously, economically, and 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 Parties have or might have asserted against each other, their officers both elected and appointed, their agents, employees, or attorneys pertaining to, or arising out of any and all obligations which the District had or now has 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 [redacted] enrolled in the District to the date of this Agreement.

2. Funding and Placement: The District and Parents agree that the Student shall be placed as a [redacted] at [redacted] upon execution of this Agreement for the [redacted] The District shall fund 100% of the cost of the Student's [redacted] at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for the [redacted] school years. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted]

3. Placement Page & IEP: Upon execution of this Agreement, and or about September 1 of [redacted] and [redacted], the District shall, in collaboration with [redacted] provide Parents with an administratively developed IEP and placement page specifying the Student's [redacted] at [redacted] for the [redacted] and [redacted] school years respectively. The execution of this Agreement constitutes the Parents' acceptance of the program and placement at [redacted] for each IEP period. The Parties acknowledge and agree that by accepting the program and placement at [redacted] for each IEP period, the

Parents and/or Student are not waiving their rights to seek continuing eligibility for special education services beyond the [redacted] school year. Except as provided in Paragraphs 3e and 8, the District may, but shall not be required to convene any other Team meetings during the period of this Agreement. Nothing in this paragraph shall prevent the Parents and [redacted] from meeting each year to more fully develop an IEP during the term of this Agreement without the District present, reflecting the services and supports the Student will receive at [redacted] so long as the services and supports are consistent with this agreement. Within thirty (30) days of receiving the draft IEP from [redacted], the District will issue a revised IEP reflecting the services, goals and benchmarks consistent with this Agreement.

a. The District agrees to fund 100% of the cost of the Student's [redacted] at [redacted] as set forth in this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by [redacted] IEP and otherwise remains in good standing as a student at [redacted] for the above-mentioned period as described in this paragraph.
b. The Parties agree that the District shall not have any obligation to fund any portion of the Student's [redacted] for any period beyond ten (10) cumulative absences each school year, except for absences because of illness or otherwise in accordance with [redacted] policy of excused absences and student discipline.
c. Should the Parents request a new placement for any reason during the term of this Agreement, the District's only obligation shall be to fund a new DESE approved special education school placement at an amount not to exceed the corresponding yearly OSD day rate for [redacted] each school year. The Parents agree they shall be responsible to the new DESE approved special education school for any costs that exceed the OSD day rate for [redacted] and agree to hold the District harmless for any costs that exceed the OSD rate.
d. In the event that [redacted] seeks to terminate the Student's placement pursuant to 603 CMR 28.09 (12)(b), the District's financial obligation will not be limited as described in paragraph 3(c). Specifically, the Parents shall not be responsible for the additional tuition cost in such circumstances.
e. In the event that the Student suffers a substantial and material change to his disabling condition during the term of this Agreement, the Parents shall notify the District immediately, and the Team shall convene to propose an IEP and placement for the Student. Under such circumstances, the District's financial obligation shall not be limited as described in paragraph 3(c). In the event of a dispute regarding the Student's placement, the Student's "stay put" placement shall be the program and placement proposed by the Andover Public Schools

4. The District agrees to provide Student with daily round trip curb-to-curb transportation to and from his home in Andover to [redacted] Said transportation shall be limited to the beginning and end of the regular school day. Parents may choose to transport Student, and the District will reimburse Parents for this

transportation at the state approved transportation rate (currently $0.45 per mile) for two-round trips per day. Parents may submit proof of attendance in order to receive reimbursement from the District. The District will provide reimbursement within thirty (30) days of receipt of attendance record and requested documentation from the District. At the time of this Agreement, the parties understand that Parents intend to provide transportation, and Parents will inform the District in writing if they want the District to provide transportation. The District requires forty eight (48) hours notice to arrange for said transportation.

5. Except as provided in Paragraphs 3(d) and 3(e), it is understood that the District's funding of the Student's tuition at [redacted] as stated in this Agreement shall under no circumstances exceed the specific amount identified in Paragraph 2 above which shall include the provision of all "regular education," "special education," "related services," "extended school year/summer services" "compensatory services," and "transition services" for the Student for said school years. The District shall not be obligated to provide or fund any ancillary or additional services including but not limited to home services, supplies, materials, fees, computers, or equipment. The parties agree that, except as provided in Paragraphs 3 and 8 of this Agreement, the District shall have no obligation to fund or provide any additional evaluations, regular education, or special education services for the Student for the term of this Agreement.

6. This Agreement is specifically conditioned upon the following events to occur after its execution by the parties, and unless these conditions are and continue to be met, this Agreement shall terminate:
   a. [redacted] must continue to be approved by the Department of Elementary and Secondary Education to provide special education and related services to publicly funded students pursuant to 603 CMR 28.09 or be approved as a sole source provider for Student; and
   b. [redacted] must have a provisional or final rate set and approved by the Operational Services Division of the Commonwealth of Massachusetts throughout the term of this Agreement.

7. The Parents understand and agree that the Student is required to participate in all state-mandated testing (currently MCAS) in accordance with participation guidelines established by the Department of Elementary and Secondary Education, and that [redacted] is responsible for preparing and administering the MCAS and for timely providing Andover's Assistant Superintendent for Student Services with the Student's MCAS test results.

8. In order to ensure the orderly development of a proposal for the [redacted] school year, the Parents hereby consent and agree that the District shall have the opportunity to conduct evaluations, and either present an IEP to the Parents for their review and response or propose that the Student graduate by [redacted] In giving their consent for the District to conduct evaluations at this time, the Parents hereby waive their right to withdraw said permission at any later date. The parties agree that The [redacted] including current and former [redacted] employees, shall have no involvement with Student, including but not limited to

observations and assessments. Should there be a dispute as to the Student's program or placement prior to the beginning of the [redacted] school year, the parties understand and agree that placement pending appeal (i.e. "stay put" placement) will be the program and placement, or graduation, as proposed by the District. Parents are not waiving any prospective rights to transition services and nothing in the agreement, or compliance with its terms, shall be used as evidence that they are waiving transition related services.

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 Andover's Assistant Superintendent of Student Services immediately and further understand that the District's obligations may be limited in such circumstances.

10. This Agreement does not constitute an admission by Andover that [redacted] 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 Andover.

11. The Parents hereby consent and grant permission to Andover to observe the Student at [redacted] and to receive from [redacted] all copies of any school records, progress reports, testing results, authored by educators or others associated with [redacted] who will provide services to the Student during the course of his enrollment at [redacted] Further, the Parents hereby grant authorization to said service providers to discuss with representative of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

12. The Parties waive any claim to attorney's fees, advocate's or consultant fees and any and all other costs or fees relating to this matter to the date of the execution of this Agreement.

13. The Parties further agree that they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The Parties agree that no information concerning this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parent Advisory Council sites, except that the Parties may disclose the terms of this settlement to any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, and to comply with any state or federal law, regulation or requirement. Further, the Parties agree that they may disclose the terms of this Agreement to [redacted] to the extent necessary to enable the parties to comply with the terms of this Agreement. Further, Parents may disclose the terms of this agreement to those directly involved with Student's education, including [redacted] and consultants. In response to

inquiries, the Parties may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." The parties agree that they shall refrain from making any written or verbal intentionally defamatory comments against each other including the Student, Parents, District staff, administrators, agents, attorneys, and representatives.

14. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parties remise, release, and forever discharge each other, including their 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 each other, their officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement. The Parents acknowledge that the Student will turn eighteen (18) years old during the term of this Agreement and agree to indemnify the District for any and all claims the Student may bring on [redacted] own behalf.

15. 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 Parents specifically acknowledge that they are waiving any and all specific rights they might otherwise invoke through the period of this Agreement 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, including any claims the Student may bring on [redacted] own behalf.

16. [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 [redacted] behalf as well as their own. Dr. Sara Stetson in her capacity as the Assistant Superintendent of Student Services for the Andover Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

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

[redacted]

[redacted]

Dr. Sara Stetson, Date
Assistant Superintendent of Student Services,
Andover Public Schools

[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day o[redacted] between [redacted] in their individual capacities and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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. 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 whose Parents reside in the town of Andover, Massachusetts;

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

WHEREAS, the District offered the Student a program of special education which it considered appropriate to assure him a free appropriate public education (FAPE); 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 and/or Student 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 [redacted] enrolled in the District to the date of this Agreement.

2. [redacted]

[redacted]

3. Referral and Placement Selection for the [redacted] school year: Upon execution of this Agreement, the District agrees to send referral packets for a [redacted] for the [redacted] school year to [redacted] (i.e., "the Program"), which are approved by DESE for the provision of special education services to publicly funded students. The Parents hereby consent and grant permission for Andover to communicate and exchange information with [redacted] relating to the Student as part of the referral process.
   a. In the event the Student is not accepted by one of the above-listed schools, the parties agree to work collaboratively to identify another DESE approved private special education [redacted] that would be appropriate for the Student and amend the Agreement.
   b. In the event the Student is accepted to more than one of the above-listed schools, the Parents may select the school of their choice (hereinafter, "the Program").
   c. No compensatory or other claims accrue during the referral period.
   d. The District shall submit a 688 referral for the Student, and Parents agree to work collaboratively with the District throughout the referral process.

4. Funding and Placement for th[redacted] school year: Upon the Student's acceptance and enrollment in the Program, the District agrees to fund 100% of the cost of the Student's [redacted] tuition for the [redacted] school year at the applicable public tuition rate at the Program as established by the Massachusetts Operational Services Division (OSD) for said school year. The District's payments shall be made directly to the selected [redacted] by terms agreed upon between the District and the Program. The Parents agree to hold the District harmless for any and all costs over and above the public OSD day tuition rate for the [redacted] school year.

5. Placement Page and IEP: Upon the Student's acceptance and enrollment in the Program, the District shall, in collaboration with the Program, administratively revise and provide Parents with an IEP and placement page specifying the Student' [redacted] at the Program for the [redacted] school year. The execution of this Agreement constitutes the Parents' acceptance of the program and placement for said school year. The District may, but shall not be obligated to, convene any Team meetings or conduct any evaluations of the Student during the term of this Agreement, except as provided in Paragraphs 8b and 8c of this Agreement.
   a. Parents agree to extend the dates of the Student's IEP [redacted] to the date of the Student's enrollment in the Program.

6. Transportation: For the [redacted] school year, the District agrees to provide daily round trip transportation from the Student's home in Andover and back at the beginning and ending of the typical school day at the Program. No late bus or weekend transportation shall be provided.

7. The District agrees to fund the Student's [redacted] at the Program in accordance with the terms of this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by [redacted] respective IEP and otherwise remains in good standing as a student at the Program during the period of time covered by this Agreement. The District shall not have any obligation to fund any portion of the Student's placement for any period which [redacted] is not in actual

attendance or participating in the program, except for absences because of illness of otherwise in accordance with the policy of the Program.

a. In the unlikely event that the Student is separated from the Program for any reason prior to the expiration of this Agreement, the Parents shall notify the District immediately, and the Team shall convene to propose a program and placement for [redacted] In the event of a dispute, the Student's "stay put" placement is the program and placement proposed by the Andover Public Schools.

8. Graduation/Termination of Special Education Eligibility. The Parties agree that if the Student has met the state and local graduation requirements and is eligible to receive a high school diploma at the end of the [redacted] the Student and Parent shall accept the diploma and Andover's financial and programmatic responsibility under state and federal laws and regulations for the Student's education shall irrevocably terminate as of [redacted] Parents and Student expressly agree that Andover shall have no further educational or transitional obligations to Student beyond that date, except as provided in 8a and 8b.

a. Extended Timeline Due to Current Disabilities: Notwithstanding the anticipated waiver of services above, if at any point before [redacted] he Studenthas not met state and local graduation requirements, the parties agree to promptly reconvene the Student's Team to develop a plan to assist the Student in completing the state and local requirements and receiving [redacted] diploma. The parties understand and agree that the plan developed by the Team shall be for the purpose of completing the state and local graduation requirements only and will not necessarily require a placement. In the event of a dispute regarding the plan, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools. In such a circumstance, the parties agree to extend the Student's waiver of prospective services from [redacted] to no later than [redacted]. Parents and Student agree that Student's right to receive any services shall irrevocably terminate on [redacted] unless [redacted] experiences a material and substantial change in disabling condition as described in paragraph (b) below.

b. Material and Substantial Change in Disabling Condition. Should the Student be dismissed or become permanently separated from the private school due to extraordinary circumstances which substantially and materially change the Student's disabling condition and educational needs during the period of the Agreement, Andover agrees to reconvene the Student's Team to develop an appropriate individualized education program and to provide [redacted] with a free appropriate public education in accordance with [redacted] needs at that time. Under such circumstances, the Parties will have all of the rights, duties and obligations provided by law and any prospective waivers as of the date of the Student's dismissal or permanent separation as contemplated by this paragraph shall be deemed to be void. In connection with the occurrence of any such change in circumstance as detailed above in this paragraph, the Parents agree to work collaboratively with Andover to investigate and identify appropriate placements for the Student at a Massachusetts Department of Elementary and Secondary Education c. 766 approved school. In the event of a dispute as to the Student's program and placement, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools.

9. Except as provided in Paragraphs 8(b), and 8(c), this Agreement constitutes the District's entire obligation to the Parents and Student from the date of the execution of this Agreement through the [redacted] school year. It is understood that the District's reimbursement for privately obtained educational services and funding of the Student's [redacted] at the Program as stated in this Agreement

shall under no circumstances exceed the specific amount identified in Paragraphs 2 and 3 above, which shall include the provision of all "regular education," "special education," "related services," "summer services," "compensatory services," and "transition services" for the Student for the period of this Agreement. The District shall not be obligated to provide or fund any ancillary services including but not limited to supplies, materials, fees, computers, laundry, and/or equipment. The parties agree that, except as provided in Paragraphs 3, 8b and 8c of this Agreement, the District shall have no obligation to fund or provide any other regular or special education services for the Student for the period of time covering this Agreement.

10. The parties understand and 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 Andover's Assistant Superintendent of Student Services without delay and further understands that the District's obligations may be limited in such circumstances.

11. MCAS: The Parents understand and agree that the Student is required to participate in all state-mandated (MCAS) testing and the Program is responsible for preparing and administering the MCAS and for timely providing Andover's Assistant Superintendent of Student Services with the Student's MCAS test results.

12. This Agreement is specifically conditioned upon the following events to occur after its execution by the parties, and unless these conditions are and continue to be met, this Agreement shall terminate:
    a. The selected [redacted] must continue to be approved by the Department Elementary and Secondary Education to provide special education and related services to publicly funded students pursuant to 603 CMR 28.09 or be approved as a sole source for the Student; and
    b. The selected [redacted] must have a provisional or final rate set and approved by the Operational Services Division of the Commonwealth of Massachusetts throughout the term of this Agreement.

13. The Parents hereby consent and grant permission to Andover to observe the Student in the Program and to receive all copies of any school records, progress reports, and/or testing results from the Program during the period of the Agreement. Further, the Parents herby grant authorization to the Student's service providers to discuss with representatives of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

14. The Parents stipulate that the Program is wholly of their own selection; that the Andover Public Schools represented nothing to the Parents in relation to the merits of the Program; they relied solely on their own evaluation of the Program to determine its appropriateness; and the Parents agree to indemnify and hold Andover harmless regarding any claims related to or arising from the Student's enrollment and participation in the Program, including any claims the Student may bring on [redacted]own behalf.

15. This Agreement does not constitute an admission by the Andover Public Schools that the selected [redacted] 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 Andover.

16. The Parents waive any claims to attorney's fees, advocate's or consultant fees and any and all other costs or fees relating to this matter.

17. The parties further agree that, except as to the Program, and the parties' financial and legal advisors they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The parties agree that no information in this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parent Advisory Council sites, except that the parties or their attorneys may disclose the terms of this settlement to any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, to comply with any state or federal law, regulation, or requirement. The parties further agree to refrain from making any intentionally defamatory, slanderous, or libelous remarks about each other, the Student, their agents and attorneys. In response to inquiries, the Parents and their attorneys may make, in essence, the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause may constitute a material breach of the Settlement Agreement and may be considered grounds for voiding the Agreement by either party.

18. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents remise, release, and forever discharge Andover, 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 Andover, its officials, employees, agents, attorneys, and contractors arising from the Student's educational programming and placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement, including any claims the Student may bring on [redacted]own behalf.

19. Without limiting the foregoing generality, the Parents specifically acknowledge that they are waiving any and all specific rights that have or might otherwise accrue to them and/or the Student through the period of this agreement 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, including any and all claims the Student may bring on [redacted]own behalf.

20. Parents understand and agree that the Program in which the Student is enrolled shall be responsible for providing the Student with any and all services, whether remote or otherwise, during any period of COVID-19 school closure or any other mandated school closure period. The Parents expressly release any and all claims and forever discharge the Andover Public Schools for compensatory and/or additional services arising out of any school closure and/or remote learning through the period of this Agreement.

21. 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 knowingly and voluntarily with full understanding of its terms.

22. Upon execution of this Agreement, Parents hereby withdraw with prejudice their due process hearing currently pending before the Bureau of Special Education Appeals (BSEA [redacted] and shall file a written withdrawal with the Bureau.

23. The Parents hereby warrant and certify that they are the custodial Parents and legal guardians of [redacted] with full power and authority to sign this binding Agreement on [redacted] behalf as well as their own. Dr. Sara Stetson, in her capacity as the Assistant Superintendent of Student Services for the Andover Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

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

[redacted]

[redacted]

Dr. Sara Stetson, Date
Assistant Superintendent of Student Services
Andover Public Schools

[redacted] and the Andover Public Schools
Memorandum of Agreement – March [redacted]

In order to resolve any issues which are or may be in dispute to date regarding the educational program and placement for [redacted] ("Student"), the Student's parents ("Parents") and the Andover Public Schools ("District") hereby agree as follows:

1. The District agrees to make formal referrals for a [redacted] placement to the following programs: [redacted]
   a. The referral packet shall include the Student's most recently proposed IEP, the [redacted] summary (approximately 2 pages), the [redacted], and parent concern statement.
      i. The parties understand that one or more programs may require additional information as part of their respective admissions process (e.g., Transcripts, attendance), and the District may not provide such additional documentation without prior notice to Parents.
   b. If the Student is accepted by more than one program, the Parents may select the program of their choosing.
   c. If the Student is not accepted by one of the listed programs the Parents and the District agree to collaborate to identify another [redacted] program.
   d. Upon the Student's acceptance and admission in a program, the District will, in collaboration with the program, administratively revise the Student's IEP providing for a [redacted] placement inclusive of the program's [redacted] program, and provide it to the Parents for their signature.
      i. The District will provide daily round trip transportation between the Student's home in Andover and the program as part of the IEP.
   e. During the referral period, the District will provide up to 10-hours per week of tutoring services, which may be virtual.
      i. The tutorials shall be scheduled at mutually agreed upon dates/times between the tutor and the Parents, and shall occur in a public location (e.g. public library) if not provided virtually.
      ii. No compensatory or other claims shall accrue during the referral period.

2. The terms and conditions of this Agreement do not constitute an admission by either party but are entered into and accepted in the spirit of good faith and collaboration.

3. The parties agree that they each are responsible for their legal fees and any other costs associated with this matter.

4. Once the Student is enrolled in the program and in consideration for the foregoing, the parties agree that any disputed issues pertaining to the Student's educational program and placement are hereby resolved.
5. By signing this Agreement, the parties confirm they have the full authority to enter into this Agreement, and acknowledge they have been advised by counsel, have read and understand the Agreement, and agree to the terms.

[redacted]



For the Andover Public Schools

[redacted]

Date

[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this _____ day of [redacted] between [redacted] and [redacted] in their individual capacities and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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 [redacted] Parents within the Commonwealth of Massachusetts and in the town of Andover;

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

WHEREAS, the District offered the Student a program of special education which it considered appropriate to assure [redacted] a free appropriate public education (FAPE); and

WHEREAS, the Parents considered the placement within the District inappropriate and placed the Student at the [redacted] 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 [redacted] enrolled in the District to the date of this Agreement. This Agreement is also entered into in full and final settlement concerning the Student's special education placement for the [redacted] school years.

2. [redacted] Placement at [redacted] for the [redacted] school years: The District and Parents agree to the funding arrangement for the Student's [redacted] placement at [redacted] pursuant to the terms of this Agreement as provided below.

    a. [redacted] school year: The District shall fund 100% of the cost of the Student's day tuition at [redacted] at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for the

[redacted]

remainder of the [redacted] school year, effective on the date of this Agreement. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted]

b. [redacted] school years: The District shall fund 100% of the cost of the Student's [redacted] tuition at [redacted] at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for the [redacted] school years. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted]

c. Placement Page and IEP: The District agrees to administratively develop an IEP and Placement Consent Form (PL1) providing for the Student's [redacted] at [redacted] for the remainder of the [redacted] school year. On or about September 1 of each of the [redacted] school years, the District shall, in collaboration with [redacted] administratively draft and provide Parents with an IEP and placement page specifying the Student's [redacted] at [redacted]. The execution of this Agreement constitutes the Parents' acceptance of the program and placement at [redacted] for said school years. Except as provided in Paragraph 11 of this Agreement, the District may but shall not be required to convene any Team meetings or conduct any evaluations during the remainder of the [redacted], or for the [redacted] school years. Parents however are not prohibited from attending annual meetings with [redacted] to consider goals and progress.

d. Transportation: The district agrees to provide transportation to and from the Student's home and [redacted] for the remainder of the [redacted] school year, and the [redacted] school year. Said transportation shall be limited to the beginning and end of the typical school days Monday through Friday. If the district provides a late bus for other students attending [redacted] the Student will not be prohibited from accessing said late bus, provided that there is an available seat. The Parents understand and agree that they shall be solely responsible for arranging and providing all transportation of the Student associated with his attendance at [redacted] during the time periods covered by this Agreement for the [redacted] and [redacted] school years. The Parents further acknowledge that they shall not be entitled to, and shall not request, reimbursement from the District for the Parents' or any third party's transportation of the Student relative to his attendance at [redacted] during the time period covered by this Agreement.

3. Parents understand and agree that this Agreement covers the [redacted] School program only, that is, the program approved by DESE for the provision of special education. If the Student chooses to enroll in any [redacted] class, the Parents will be fiscally responsible for said class on a pro rata basis. In no event shall the district be liable for funding any [redacted] class. Parents shall provide the District's Director of Student Services with the Student's schedule on a quarterly basis.

[redacted]

4. Extended School Year for Summers of [redacted] and [redacted] The Parents agree to pay 100% of the cost of the Student's [redacted] programming and shall not seek reimbursement from the district.

5. The District agrees to provide funding for the Student's [redacted] placement at [redacted] in accordance with Paragraph 2 of this 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 [redacted] for the above-mentioned periods. The District shall not have any obligation to fund any portion of the Student's [redacted] placement at [redacted] for any period which [redacted] is not in actual attendance or participating in the program, except for absences because of illness or otherwise in accordance with the [redacted] policy of excused absences.

6. It is understood that the District's funding of the Student's [redacted] at [redacted] as stated in this Agreement shall under no circumstances exceed the specific amount identified in Paragraph 2 above, which shall include the provision of all "regular education," "special education," "related services," and "transition services" for the Student for said school year. The District shall not be obligated to provide or fund any ancillary services including but not limited to supplies, materials, fees, computers, and/or equipment. The parties agree that, except as provided in Paragraph 11 of this Agreement, the District shall have no obligation to fund or provide any other regular or special education services for the Student including any evaluations through the [redacted] school year.

7. MCAS: The Parents understand and agree that the Student is required to participate in all state-mandated (MCAS) testing, and that [redacted] is responsible for preparing and administering the MCAS and for timely providing Andover's Assistant Superintendent of Student Services with the Student's MCAS test results during the time in which the Student attends [redacted]

8. The Parents stipulate that [redacted] is wholly of their own selection; that Andover 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; and the Parents agree to indemnify and hold Andover harmless regarding any claims related to or arising from the Student's enrollment and participation in the program and placement at [redacted] The Parents acknowledge that the Student will turn [redacted] years old during the course of this agreement and agree to indemnify and hold Andover harmless for any and all claims the Student may bring on [redacted] own behalf against the District arising from the Student's enrollment and participation in the placement at [redacted]

9. The parents hereby consent and grant permission to Andover to observe the Student from time to time at [redacted] and to receive from [redacted] all copies of any [redacted] school records, progress reports, testing results, authored by educators or others associated with [redacted] who will provide services to Student during the course of his enrollment at [redacted] Further, the Parents hereby grant authorization

[redacted]

to said service providers to discuss with representative of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted] This Agreement shall be incorporated by reference into the Student's IEPs for the term of this Agreement.

10. Termination of Special Education Eligibility: It is the parties' hope and expectation that on or about [redacted] the Student will graduate from high school and be issued a diploma from [redacted] in which case the Student shall be deemed to have "graduated from high school" for purposes of state and federal laws and regulations. The parties agree that the district's financial and programmatic responsibilities under state and federal laws and regulations for the Student shall irrevocably terminate on the last day of the regular school year for 12th grade [redacted] students, regardless of whether the Student has satisfied [redacted] or the District's graduation requirements and passed Massachusetts Comprehensive Assessment System ("MCAS") examinations. The parties agree that the Student shall not have any "stay put rights" to continued services or support at [redacted] or any other services or school from and after [redacted] and further agrees that as of [redacted] Student's entitlement to education, special education, and transition services under state and federal law will irrevocably end, and that he will not receive any further or other educational or related services from or through the District. If the Student meets said State and Local graduation requirements [redacted] will be eligible to receive a diploma from both Andover High School and [redacted] otherwise, [redacted] will accept a diploma from [redacted] This Agreement is specifically conditioned upon the following events to occur after its execution by the parties, and unless these conditions are and continue to be met, this Agreement shall terminate:
    a. [redacted] must continue to be approved by the Department of Elementary and Secondary Education to provide special education and related services to publicly funded students pursuant to 603 CMR 28.09 or be approved as a sole source provider for Student; and
    b. [redacted] must have a provisional or final rate set and approved by the Operational Services Division of the Commonwealth of Massachusetts throughout the term of this Agreement.

11. Should the Student be dismissed or become permanently separated from [redacted] during the remainder of the [redacted] school years, due to extraordinary circumstances which substantially and materially change the Student's disabling condition and educational needs, the parties agree to reconvene a Team meeting to discuss appropriate educational programming and to develop an IEP for the Student. In the unlikely event of such circumstances, and if there is a dispute as to the Student's program/placement, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools. The Parents agree that the Student shall not have a right to "stay put" in any other out of district placement in which they might unilaterally enroll the Student during the period covered by this Agreement, including but not limited to [redacted]

12. 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

[redacted]

C.M.R. §28.10. In the event of a change in residency, the Parents agree to notify Andover's Director of Student Services and further understand that the District's obligations may be limited in such circumstances.

13. This Agreement does not constitute an admission by Andover that [redacted] 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 Andover.

14. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents remise, release, and forever discharge Andover, 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 Andover, its officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of this Agreement. The Parents further agree to waive any and all claims arising from or associated with educational services provided or not provided by the District while schools have been, and remain, closed throughout the Commonwealth as a result of the COVID-19 pandemic.

15. The Parents waive any claim to attorney's fees, advocate's or consultant fees and any and all other costs or fees relating to this matter.

16. The Parties further agree that they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The Parents agree that no information concerning this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parent Advisory Council sites, except that the Parties or their attorneys, may disclose the terms of this settlement to any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, and to comply with any state or federal law, regulation or requirement. In response to inquiries, the Parties and their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause shall constitute a material breach of the Settlement Agreement and will be considered grounds for voiding the Agreement.

17. 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

[redacted]

generality, the Parents specifically acknowledge that they are waiving 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 [redacted] behalf as well as their own. Dr. Sara Stetson, in her capacity as the Assistant Superintendent of Special Education for the Andover Public Schools hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

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

[redacted]

[redacted]

Dr. Sara Stetson, Date
Assistant Superintendent of Student Services,
Andover Public Schools

[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day of [redacted] between [redacted] in their individual capacity and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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.

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 [redacted] Parents, in the Town of Andover, Massachusetts;

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

WHEREAS, the District offered the Student a program of special education which it considered appropriate to assure [redacted] a free appropriate public education (FAPE); and

WHEREAS, the Parents considered the placement within the District inappropriate and unilaterally placed the Student at the [redacted] School; 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 [redacted] enrolled in the District through the date of this Agreement.

2. Reimbursement, Funding, and Placement:
   a. For the [redacted] grade) school year, the District agrees to reimburse the Parents in the amount of fifty-six thousand seventy one dollars and ten cents (**$56,071.10**) 100% of the [redacted] tuition rate as established by the Massachusetts Operational Services Division (OSD) for said school year) for the Student's tuition at [redacted] within 60 days of receipt of appropriate documentation of Parents' payment (i.e. credit card receipts, paid invoices, cashed checks). Parents shall not seek further reimbursement from the

District and shall hold the District harmless for any costs above said amount for the [redacted] school year.

b. For the [redacted] school year, the District agrees to reimburse the Parents in the amount of fifty-seven thousand five hundred ninety six dollars and twenty three cents **$57,596.23** (100% of the [redacted] tuition rate as established by the Massachusetts Operational Services Division (OSD) for said school year) for the Student's tuition at [redacted] within 60 days of receipt of appropriate documentation of Parents' payment (i.e. credit card receipts, paid invoices, cashed checks). Parents shall not seek further reimbursement from the District and shall hold the District harmless for any costs above said amount for the [redacted] school year.

c. For the [redacted] grade) school years, the District agrees to reimburse the Parents in the amount of fifty-eight thousand eight hundred ninety seven dollars and ninety cents **$58,897.90** (100% of the [redacted] tuition rate as established by the Massachusetts Operational Services Division (OSD) for said school year) for the Student's tuition at [redacted] School within 60 days of receipt of appropriate documentation of Parents' payment (i.e. credit card receipts, paid invoices, cashed checks). Parents shall not seek further reimbursement from the District and shall hold the District harmless for any costs above said amount for the [redacted] school year.

d. For the [redacted] school year, the District agrees to fund 100% of the cost of the Student's tuition at [redacted] at the applicable [redacted] rate as established by the Massachusetts OSD for said school years. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted] Parents shall be responsible for any costs in excess of said amount.

e. For the [redacted] school year, the District agrees to fund 50% of the cost of the Student's tuition at [redacted] School at the applicable public tuition rate as established by the Massachusetts OSD for said school years. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted] Parents shall be responsible for any costs in excess of said amount.

f. For the [redacted] school year, the District agrees to fund 50% of the cost of the Student's tuition at [redacted] at the applicable public tuition rate as established by the Massachusetts OSD for said school years. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted] Parents shall be responsible for any costs in excess of said amount.

3. Parents agree to fund any and all summer/extended school year services for the Student for the period of time covered by this Agreement and shall not seek reimbursement from the District.

4. Placement Page & IEP: Upon execution of this agreement, the District shall, in collaboration with [redacted] administratively draft and provide Parents with an IEP and placement page specifying the Student's day placement at [redacted] for the [redacted] school year. On or about September 1st of the [redacted] and [redacted] school years, the District shall, in collaboration with [redacted] administratively revise and provide Parents with an IEP and placement page specifying the Student's [redacted] at [redacted] for said school year. The execution of this Agreement constitutes the Parents' acceptance of the program and placement at [redacted] for said school years.

5. Transportation: Parents agrees to provide any and all transportation for the Student for the period of time covered by the Agreement and shall not seek reimbursement from the District.

6. The District agrees to the funding arrangement for the Student's placement at [redacted] in accordance with Paragraph 2 of this 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 [redacted] for the above-mentioned periods. The District shall not have any obligation to fund any portion of the Student's placement at [redacted] for any period which [redacted] is not in actual attendance, or participating in the program, except for absences because of illness, or otherwise in accordance with the [redacted] policy of excused absences.
   a. In the unlikely event that the Student is separated from [redacted] for any reason prior to the expiration of this Agreement, the Parents shall notify the District in writing immediately, and the District shall reconvene the Student's Team to propose a program and placement for [redacted] In the event of a dispute, the Student's "stay put" placement is the program and placement proposed by the Andover Public Schools.

7. It is understood that the District's funding of the Student's tuition at [redacted] as stated in this Agreement shall under no circumstances exceed the specific amount identified in Paragraph 2 above which shall include the provision of all "regular education," "special education," "related services," "extended school year/summer services" "compensatory services," and "transition services" for the Student for said school years. The District shall not be obligated to provide or fund any ancillary or additional services including but not limited to supplies, materials, fees, computers, and equipment. The parties agree that, except as provided in Paragraphs 6a, 10 and 11 of this Agreement, the District shall have no obligation to fund or provide any additional regular or special education services for the Student for the period of time covered by this Agreement nor shall the district be required to convene any team meetings or conduct any evaluations of the Student during the period of time covered by this Agreement.

8. This Agreement is specifically conditioned upon the following events to occur after its execution by the parties, and unless these conditions are and continue to be met, this Agreement shall terminate:
   a. [redacted] must continue to be approved by the Department of Elementary and Secondary Education to provide special education and related services to publicly funded students pursuant to 603 CMR 28.09 or be approved as a sole source provider for Student; and
   b. [redacted] must have a provisional or final rate set and approved by the Operational Services Division of the Commonwealth of Massachusetts throughout the term of this Agreement.

9. MCAS: The Parents understand and agree that the Student is required to participate in all state-mandated (MCAS) testing, and that [redacted] is responsible for preparing and administering the MCAS and for timely providing Andover Public School's Assistant Superintendent of Student Services with the Student's MCAS test results.

10. In order to ensure the orderly development of an IEP for the [redacted] school year, the Parents hereby consent and agree that the District shall have the opportunity to conduct evaluations, and present an IEP to the Parents for their review and response on or about March 1[redacted] In giving consent at this time, the Parents hereby waive their right to withdraw said permission at any later date. Should the District conduct the evaluation and present an IEP as provided above, and should

any unresolved dispute exist regarding the Student's placement, the parties understand and agree that the placement pending appeal (i.e. "stay put" placement) will be the program and placement proposed by the Andover Public Schools.

11. Should the Student be dismissed or become permanently separated from [redacted] due to extraordinary circumstances which substantially and materially change the Student's disabling condition and educational during the period of this Agreement, the parties agree to reconvene a Team meeting to discuss appropriate educational programming and to develop an IEP for the Student. In the unlikely event of such circumstances, and if there is a dispute as to the Student's program/placement, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools. The Parents agrees that the Student shall not have a right to "stay put" in any other out of district placement in which they might unilaterally enroll the Student during the period covered by this Agreement.

12. Parents agree that in the event they place the Student at another private school at any time during the term of this Agreement or subsequent to the [redacted] school year, including but not limited to [redacted] that is not approved by the Department of Elementary and Secondary Education for the provision of special education services, they shall not seek reimbursement and/or contribution from the District for the cost of any such private school placement.

13. 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 the Student's or Parents' residency, the Parents agrees to notify Andover Public School's Director of Student Services and further understand that the District's obligations may be limited in such circumstances.

14. The Parents stipulate tha[redacted] is wholly of their own selection; that Andover Public Schools 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; and the Parents agree to indemnify and hold Andover harmless regarding any claims related to or arising from the Student's enrollment and participation in the program and placement at [redacted] including any claims the Student may bring on [redacted] own behalf.

15. This Agreement does not constitute an admission by the Andover Public Schools that [redacted] 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 Andover.

16. The Parents hereby consent and grant permission to Andover to observe the Student at [redacted] and to receive from [redacted] all copies of any [redacted] School records, progress reports, testing results, authored by educators or others associated with [redacted] who will provide services to Student during the course of [redacted] enrollment at [redacted]. Further, the Parents hereby grant authorization to said service providers to discuss with representative of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

17. The parties waive any claim to attorney's fees, advocate's and consultants fees and any and all other costs or fees relating to this matter.

18. The parties agree that they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The parties agree that no information concerning this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parents Advisory Council sites, except that the parties or their attorneys, may disclose the financial terms of this settlement to [redacted] any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, and to comply with any state or federal law, regulation or requirement and with financial advisors. In response to inquiries, the parties and their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause may constitute a material breach of the Settlement Agreement and may be considered grounds for voiding the Agreement.

19. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parties remises, releases, and forever discharges each other, their 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 each other, their officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement. The Parents agree to indemnify and hold Andover, its officials, employees, agent, attorney and contractors harmless from all debts, demands actions, causes of action, suits, liabilities and any and all claims that the Student may bring on [redacted]own behalf arising from the Student's educational placement.

20. 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 Parents specifically acknowledges that they are waiving any and all specific rights they might otherwise invoke through the period of this Agreement 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, including any claims the Student may bring on [redacted]own behalf.

21. Parents understand and agree that [redacted] shall be responsible for providing the Student with any and all remote learning services during any period of COVID-19 school closure or any other mandated school closure period. The Parents expressly release any and all claims and forever discharge the Andover Public Schools for compensatory and/or additional services arising out of any school closure and/or remote learning, including but not limited to Covid Compensatory Services.

22. Upon execution of this Agreement, the Parents hereby withdraw with prejudice the due process hearing currently pending before the Bureau of Special Education Appeals [redacted] and shall file a written withdrawal with the Bureau.

23 [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 [redacted] behalf as well as their own. Sara Stetson, in her capacity as Assistant Superintendent for Student Services for the Andover Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

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

[redacted]

[redacted]
Date

[redacted]
Date
Parent

Sara Stetson
Sara Stetson (Jan 26, 2022 16:23 EST)

[redacted]
Dr Sara Stetson, Date
Assistant Superintendent for Student Services,
Andover Public Schools

[redacted] **and Andover Public Schools**
Confidential Settlement Agreement and Release

AGREEMENT made this ___ day of [redacted] between [redacted] in their individual capacities and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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 [redacted] Parents within the Commonwealth of Massachusetts and in the town of Andover;

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

WHEREAS, the District offered the Student a program of special education which it considered appropriate to assure [redacted] a free appropriate public education (FAPE); and

WHEREAS, the Parents considered the placement within the District inappropriate and placed the Student at the [redacted] 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 [redacted] enrolled in the District to the date of this Agreement. Except as provided in Paragraph 13, this Agreement is also entered into in full and final settlement concerning the Student's special education placement from the date of this Agreement through the [redacted] school years.

2. Funding and Placement at [redacted] for the [redacted] school years. The District and Parents agree to the funding arrangement for the Student's [redacted] at [redacted] pursuant to the terms of this Agreement as provided below.

   a. [redacted] school year: The Parents funded 100% of the cost of the Student's [redacted] at [redacted] at the applicable private tuition rate for the [redacted] The Parents agree that they shall not seek reimbursement from the District.

b. [redacted] school year: The Parents funded 100% of the cost of the Student's [redacted] at [redacted] at the applicable [redacted] rate for the [redacted] The Parents agree that they shall not seek reimbursement from the District.

c. [redacted] school year: The District shall fund 100% of the cost of the Student's [redacted] at [redacted] at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for the [redacted] school year or reimburse the Parents 100% of the cost of the Student's [redacted] at [redacted] at the applicable public tuition rate as established by OSD. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted]

d. [redacted] school year: The District shall fund 100% of the cost of the Student's [redacted] at [redacted] at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for the [redacted] school years. The District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted]

e. Placement Page and IEP: The District agrees to administratively develop an IEP and Placement Consent Form (PL1) providing for the Student's [redacted] at [redacted] for the [redacted] school year. On or about September 1 of the [redacted] school years, the District shall, in collaboration with [redacted] administratively draft and provide Parents with an IEP and placement page specifying the Student's [redacted] at [redacted] The execution of this Agreement constitutes the Parents' acceptance of the program and placement at [redacted] for said school years. Except as provided in paragraph 13 of this Agreement, the District may not convene any Team meetings or conduct any evaluations during the term of this Agreement. Parents however are not prohibited from attending annual meetings with [redacted] to consider goals and progress.

f. Transportation: The Parents agree to provide transportation and shall not seek reimbursement from the District.

3. Parents understand and agree that this Agreement is conditioned upon the Student's enrollment within the [redacted] program only, that is, the program approved by DESE for the provision of special education. The Student shall not be permitted to enroll in any [redacted] class. If the Student enrolls in any [redacted] class, this Agreement shall be void. Parents shall provide the District's Assistant Director of Student Services with the Student's schedule on a quarterly basis.

4. Extended School Years: The Parents agree to pay 100% of the cost of the Student's extended school year programming and shall not seek reimbursement from the district.

5. The District agrees to provide funding for the Student's [redacted] at [redacted] in accordance with Paragraph 2 of this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by his respective IEPs and otherwise remains in good standing as a student at

[redacted] for the above-mentioned periods. The District shall not have any obligation to fund any portion of the Student's [redacted] at [redacted] for any period which [redacted] is not in actual attendance or participating in the program, except for absences because of illness or otherwise in accordance with the [redacted] policy of excused absences.

6. It is understood that the District's funding of the Student's [redacted] at [redacted] as stated in this Agreement shall under no circumstances exceed the specific amount identified in Paragraph 2 above, which shall include the provision of all "regular education," "special education," "related services," and "transition services" for the Student for said school year. The District shall not be obligated to provide or fund any ancillary services including but not limited to supplies, materials, fees, computers, and/or equipment. The parties agree that, except as provided in Paragraph 13 of this Agreement, the District shall have no obligation to fund or provide any other regular or special education services for the Student including any evaluations through the term of this agreement.

7. MCAS: The Parents understand and agree that the Student is required to participate in all state-mandated (MCAS) testing, and that [redacted] is responsible for preparing and administering the MCAS and for timely providing Andover's Assistant Superintendent of Student Services with the Student's MCAS test results during the time in which the Student attends [redacted]

8. The Parents stipulate that [redacted] is wholly of their own selection; that Andover 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; and the Parents agree to indemnify and hold Andover harmless regarding any claims related to or arising from the Student's enrollment and participation in the program and placement at [redacted] that they might bring. The Parents acknowledge that the Student will turn [redacted] years old during the course of this agreement and agree to indemnify and hold Andover harmless for any and all claims the Student may bring on [redacted] own behalf against the District arising from the Student's enrollment and participation in the placement at [redacted]

9. The parents hereby consent and grant permission to Andover to observe the Student from time to time at [redacted] and to receive from [redacted], all copies of any [redacted] school records, progress reports, testing results, authored by educators or others associated with [redacted] who will provide services to Student during the course of [redacted] enrollment at [redacted] Further, the Parents hereby grant authorization to said service providers to discuss with representative of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted].

10. This Agreement shall be incorporated by reference into the Student's IEPs for the term of this Agreement.

11. Termination of Special Education Eligibility: The parties agree that the district's financial and programmatic responsibilities under state and federal laws and

regulations for the Student shall irrevocably terminate on the last day of the regular [redacted] school year for 12th grade [redacted] students, regardless of whether the Student has satisfied [redacted] or the District's graduation requirements and passed Massachusetts Comprehensive Assessment System ("MCAS") examinations. The parties agree that the Student shall not have any "stay put rights" to continued services or support or placement at [redacted] after [redacted] and further agrees that as of [redacted] Student's entitlement to education, special education, and transition services under state and federal law will irrevocably end, and that [redacted] will not receive any further or other educational or related services from or through the District. If the Student meets said State and Local graduation requirements [redacted] will be eligible to receive a diploma from both Andover High School and [redacted] otherwise, [redacted] will accept a diploma from [redacted]

12. This Agreement is specifically conditioned upon the following events to occur after its execution by the parties, and unless these conditions are and continue to be met, this Agreement shall terminate:
    a. [redacted] must continue to be approved by the Department of Elementary and Secondary Education to provide special education and related services to publicly funded students pursuant to 603 CMR 28.09 or be approved as a sole source provider for Student; and
    b. [redacted] must have a provisional or final rate set and approved by the Operational Services Division of the Commonwealth of Massachusetts throughout the term of this Agreement.

13. Should the Student be dismissed or become permanently separated from [redacted] during the remainder of the [redacted] school year or the [redacted] school year, due to extraordinary circumstances which substantially and materially change the Student's disabling condition and educational needs, the parties agree to reconvene a Team meeting to discuss appropriate educational programming and to develop an IEP for the Student. In the unlikely event of such circumstances, and if there is a dispute as to the Student's program/placement, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools. The Parents agree that the Student shall not have a right to "stay put" in any other out of district placement in which they might unilaterally enroll the Student during the period covered by this Agreement, including but not limited to [redacted]

14. 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 Andover's Director of Student Services and further understand that the District's obligations may be limited in such circumstances.

15. This Agreement does not constitute an admission by Andover that [redacted] 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 Andover.

16. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parties remise, release, and forever discharge each other, their 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 each other, their officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of this Agreement. The Parties acknowledge that the Student will turn [redacted] years old during the term of this Agreement and the Parents also agree to hold the District harmless for any claims the Student may bring against the District on [redacted] own behalf.

17. The Parties waive any claim to attorney's fees, advocate's or consultant fees and any and all other costs or fees relating to this matter.

18. The Parties further agree that they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The Parents agree that no information concerning this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parent Advisory Council sites, except that the Parties or their attorneys, may disclose the terms of this settlement to any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, and to comply with any state or federal law, regulation or requirement. In response to inquiries, the Parties and their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause may constitute a material breach of the Settlement Agreement and may be considered grounds for voiding the Agreement.

19. 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 Parents specifically acknowledge that they are waiving 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.

20. [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 [redacted] behalf as well as their own. Dr. Sara Stetson, in her capacity as the Assistant Superintendent of Special Education for the Andover Public Schools hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

21. Execution and delivery of this Agreement by .pdf or other electronic format shall constitute valid execution and delivery. In addition, copies of this AGREEMENT in .pdf or other electronic forms shall have the same force and effect as an original signature for all purposes.

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

[redacted]

[redacted]

Dr. Sara Stetson, Date
Assistant Superintendent of Student Services,
Andover Public Schools

[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day of [redacted] between [redacted] in their individual capacities and as the Parents of [redacted] ("Parents"), and the Andover Public Schools ("District"), regarding [redacted] ("Student").

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. 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 [redacted] Parents in Andover, Massachusetts;

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

WHEREAS, the District offered the Student a program of special education which it considered appropriate to assure [redacted] a free appropriate public education (FAPE); and

WHEREAS, the Parents considered the placement proposed the District inappropriate and prefer that the Student be placed at the [redacted]); 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 [redacted] enrolled in the District to the date of this Agreement.

2. Funding for [redacted] ([redacted] grade), [redacted] ([redacted] grade) and [redacted] ([redacted] grade):

a. Reimbursement for [redacted] school year ([redacted] grade): The District agrees to reimburse the Parents in the amount of $61,948.00 (sixty-one thousand nine hundred forty eight dollars and no cents) for educational costs incurred for the [redacted] school year. Payment shall be made upon receipt of appropriate documentation of Parents' payment (i.e. cancelled checks, credit card statements, etc.). The District will reimburse the Parents within sixty (60) calendar days of receipt of such documentation and in accordance with the District's standard reimbursement policy.

b. Funding for [redacted] ([redacted] grade): The District shall fund 100% of the cost of the Student's [redacted] at [redacted] at the applicable public tuition rate as established by the Massachusetts Operational Services Division (OSD) for the [redacted] school year the District's payments shall be made directly to [redacted] by terms agreed upon between the District and [redacted] The Parents shall hold the District harmless for any costs related to the [redacted] placement that exceed the amount specified in this Paragraph.

c. Funding for [redacted] ([redacted] grade): The Parents shall fund 100% of the cost of the Student's [redacted] at [redacted] at the applicable [redacted] rate for the [redacted] school year. The Parents agree that they shall not seek reimbursement from the District.

3. Placement Page & IEP: Except as provided in Paragraphs 6a and 10 of this Agreement, the District shall not be required to develop any IEPs, conduct any evaluations, or convene any Team meetings during the during the term of the Agreement. On or about September 1 of the [redacted] school year, the District shall, in collaboration with [redacted], administratively draft and provide Parents with an IEP and placement page specifying the Student's [redacted] at [redacted] The execution of this Agreement constitutes the Parents' acceptance of the program and placement at [redacted] for said school years, provided, however, that said IEP and placement pages are consistent with this Agreement.

4. Transportation: During the period of this agreement, the Parents agree to provide any and all transportation for the Student and shall not seek reimbursement from the District. Parents agree to hold the District harmless for any costs related to the Student's transportation.

5. Extended School Days and Years: During the period of this Agreement, the Parents agree to pay 100% of the cost of the Student's extended school day and extended school year (summer) programming and shall not seek reimbursement from the district.

6. The District agrees to the financial terms in accordance with Paragraph 2, above so long as the Student continues to be accepted by and participates in the private services of the Parents' choosing for the above-mentioned periods. The District shall not have any obligation to fund or provide any services for any period in which [redacted] is not in actual attendance, or participating in a program, or otherwise

receiving services, except for absences because of illness or due to circumstances described in the school's excused absence policy.

a. In the unlikely event that the Student is permanently separated from [redacted] for any reason prior to the end of the [redacted] school year, the District's only obligation shall be to fund a new DESE approved special education school placement at an amount not to exceed the yearly OSD day rate for [redacted] for the [redacted] school year. The Parents agree they shall be responsible to the new DESE approved special education school for any costs for tuition or other supports/services that exceed the OSD day rate for [redacted] and agree to hold the District harmless for any costs that exceed the OSD rate. The District shall have no obligation to fund any placement during the [redacted] school year. In such circumstance, except as provided in this Paragraph, all other terms and conditions of this Agreement shall apply.

7. It is understood that the District's funding of [redacted] shall under no circumstances exceed the specific amount identified in Paragraph 2 which shall include the provision of all "regular education," "special education," "related services," "summer/extended school year services," "compensatory services," and "transition services" for the Student for said school years. The District shall not be obligated to provide or fund any ancillary or additional services including but not limited to goods, supplies, materials, fees, computers, and equipment. The parties agree that, except as specifically provided in Paragraphs 6(a) and 10 of this Agreement, the District shall have no obligation to fund or provide any additional regular or special education services for the Student for the [redacted] school years.

8. MCAS: The Parents understand and agree that the Student is required to participate in all state-mandated (MCAS) testing.

9. Termination of Special Education Eligibility: Except as provided in Paragraphs 10, the parties agree that the district's financial and programmatic responsibilities under state and federal laws and regulations for the Student shall irrevocably terminate on the last day of the regular [redacted] school year for [redacted] students. The parties agree that the Student shall not have any "stay put rights" to continued educational services or support or placement of any type or nature after June [redacted] The parties further agree that as of [redacted] except as provided in Paragraph 10, Student's entitlement to education, special education, and transition services under state and federal law will irrevocably end, and that [redacted] will not receive any further or other educational or related services from or through the District.

10. Should the Student be dismissed or become permanently separated from [redacted] due to extraordinary circumstances which substantially and materially change the Student's disabling condition and educational needs prior to [redacted]

[redacted] the parties agree to reconvene a Team meeting to discuss appropriate educational programming and to develop an IEP for the Student, unless the parties agree to waive the Team meeting. In the unlikely event of such circumstances, and if there is a dispute as to the Student's program/placement, the Student's placement pending appeal shall be the program proposed by the Andover Public Schools. The Parents agree that in the event of circumstances contemplated in this Paragraph, the Student shall not have a right to "stay put" in any other out of district placement in which they might unilaterally enroll the Student during the period covered by this Agreement.

11. Parents understand and agree that this Agreement for public funding for [redacted] school year is conditioned upon the Student's placement within the [redacted] program only, that is, the program approved by DESE for the provision of special education. The Student shall not be permitted to enroll in any [redacted] classes. Parents shall provide the District's Assistant Director of Student Services with the Student's schedule on a quarterly basis for the [redacted] school year.

12. 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 Andover's Assistant Director of Student Services and further understand that the District's obligations may be limited in such circumstances.

13. The Parents stipulate that [redacted] is wholly of their own selection; that Andover represented nothing to them in relation to the merits of said services/program; they relied solely on their own evaluation of the services/program to determine its appropriateness; and the Parents agree to indemnify and hold Andover harmless regarding any claims related to or arising from the Student's enrollment and participation in the private services/program including any claims the Student might bring on [redacted] own behalf.

14. This Agreement does not constitute an admission by Andover that [redacted] constitutes the least restrictive, appropriate placement capable of assuring the Student a free appropriate public education (FAPE) and may not be used as such an admission by any person or entity in any matter involving Andover.

15. The Parents hereby consent and grant permission to Andover to observe the Student at [redacted] and to receive from [redacted] all copies of the Student's records, progress reports, testing results during the period of this Agreement. Further, the Parents hereby grant authorization to [redacted] to discuss with representatives of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

16. The Parents waive any claim to attorney's fees, advocate or consultant fees and any and all other costs or fees relating to this matter.

17. The Parties further agree that they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The Parents agree that no information concerning this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parent Advisory Council sites, except that the Parties or their attorneys, may disclose the terms of this settlement to any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, and to comply with any state or federal law, regulation or requirement. In response to inquiries, the Parties and their attorneys may make the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause shall constitute a material breach of the Settlement Agreement and will be considered grounds for voiding the Agreement.

18. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the parties remise, release, and forever discharge each other, their 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 each other, their officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement. The Parents acknowledge that the Student will turn [redacted] years old during the term of this Agreement and agree to hold the District harmless for any claim the Student may bring against the District on [redacted] own behalf after turning [redacted] years old.

19. 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 Parents specifically acknowledge that they are waiving any and all specific rights that might accrue to them or the Student 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.

20. The Parents expressly release any and all claims and forever discharge the Andover Public Schools for compensatory and/or additional services arising out of COVID-19, school closure, and/or remote learning including any claims the Student may bring on [redacted] own behalf.

21 [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 [redacted] behalf as well as their own. Christina Ryan, in her capacity as the Assistant Director of Special Education for the Andover Public Schools hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

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

[redacted]

Christina Ryan [redacted] Date
Assistant Director of Student Services,
Andover Public Schools

[redacted] & Andover Public Schools
Memorandum of Agreement

In order to resolve any and all issues in dispute to date regarding educational services and placement for [redacted] ("Student") from the date of [redacted] enrollment in the District to the date of execution of this Agreement, [redacted] and [redacted] ("Parent") and the Andover Public Schools ("District") agree to the following:

1. Formal Referrals to Day Programs: The District agrees to make formal referrals for immediate consideration on the Student's behalf for a [redacted] (inclusive of each placements' standard summer programming) to the following DESE approved special education programs (hereinafter "program(s)" or "school(s)"):

[redacted]

   i. Release of Information: Parents hereby consent and grant permission for the District to communicate and exchange information with the programs as part of the formal referral process.
   ii. If the Student is accepted for placement at more than one of the above-named schools, Parents shall select the school.
   iii. Funding: District agrees to fund a [redacted] for the Student at one of the above named programs upon [redacted] enrollment.
      1.) Transportation: The District agrees to provide daily round trip transportation to and from the Student's home to the program at the beginning and ending of the typical school day at the Program.
      2.) The District's funding of private program as specified herein includes the provision of all regular education, special education, related services, summer/extended school year services, extended school day services, and transition services for the Student through the IEP period. The District shall not be obligated to provide or fund any ancillary or additional services including but not limited to goods, supplies, materials, fees, computers, and equipment.
   iv. Upon the Student's enrollment in a program, the District agrees to provide the Student with an administrative IEP developed in collaboration with the Program and a placement page specifying the Student's placement at the program for one calendar year. Parents shall respond to the IEP and accept the placement page upon receipt and return to the District. Execution of this Agreement constitutes Parents' acceptance of the out of district day program.
   v. If the Student is not accepted at any of the above-named schools, the parties agree to work collaboratively to identify another potentially appropriate educational placement for the Student.
   vi. During the referral process, the Student shall remain in [redacted] current in-district program, unless the parties otherwise agree. No compensatory claims shall accrue during the referral process.

2. Team Meeting: Within approximately six (6) to eight (8) weeks from the date of the Student's enrollment in a program, the District shall convene the Student's Team to discuss the Student's progress. The term of the IEP shall be for one calendar year from the date of the Student's enrollment in the program.

3. Stay-Put: Should the Student be dismissed or become permanently separated from the program at any

time during the period of this Agreement, the Parties agree to convene the Student's Team to discuss appropriate educational programming and to develop an IEP and placement for [redacted] Should there be any dispute as to the proposed IEP and/or placement, the Student's stay put placement pending appeal shall be a DESE approved out of district day program.

4. No Financial Remuneration: The parties agree that the terms and conditions of this Agreement do not constitute a financial remuneration to the Parents by the District. The parties agree that they are responsible for their own attorney's fees and all other costs associated with this matter to date.

5. Waiver of Claims: Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents remise, release, and forever discharge Andover, 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 Andover, its officials, employees, agents, attorneys, and contractors arising from the Student's educational placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement, including any claims the Student may bring on [redacted]own behalf. Without limiting the foregoing generality, the Parents specifically acknowledge that they are waiving any and all specific rights that might accrue to them or the Student 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 including any claims the Student might bring on [redacted]own behalf.

6. Withdrawal of BSEA Hearing Request: In consideration of the foregoing, the Parties agree that any and all issues in dispute to date regarding [redacted] educational programming and placement are hereby resolved, and the Parents hereby withdraw with prejudice their currently pending due process hearing (BSEA [redacted]. Parents shall file a written withdrawal with the Bureau commensurate with the execution of this Agreement.

7. Confidentiality: The parties agree that this Agreement shall remain confidential and the terms and conditions shall not be disclosed to third parties, except as required by law or to enforce the terms.

8. Authority and Acknowledgement of Understanding: By signing this Agreement the parties acknowledge and agree that they have the full authority to enter into this Agreement; they have had the opportunity to consult with counsel regarding the terms; they understand the terms; and they are signing this Agreement knowingly and voluntarily.

[redacted]

[redacted] Date

Dr. Sara Stelson,
Assistant Superintendent of Student Services,
Andover Public Schools

[redacted] and Andover Public Schools
Confidential Settlement Agreement and Release

AGREEMENT made this [redacted] day of [redacted] between [redacted] in their individual capacities and as the parents of [redacted] and the Andover Public Schools ("District" or "Andover"), regarding [redacted] Parents and District will be referred to collectively herein as "the parties".

WHEREAS, the parties agree that the Student is a child with special needs within the meaning of M.G.L. c.71B whose resides in the town of Andover, Massachusetts;

WHEREAS, the District has the responsibility for arranging for the provision of special education and related services for the Student; 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 and/or Student 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 [redacted] enrolled in the District to the date of this Agreement.

2. Funding and Placement Through Age 22. The District agrees to fund 100% of the cost of Student's [redacted] tuition at the [redacted] herein referred to as "the Program") beginning from the date of the Student's enrollment in the Program at the applicable public tuition rate for the Program as established by the Massachusetts Operational Services Division (OSD). The District shall not have any obligation to fund any services not encompassed within the program's standard OSD [redacted] rate The District's payments shall be made directly to the Program by terms agreed upon between the District and the Program.

It is anticipated that the Student will begin attending [redacted] student on or about [redacted]. The parties agree that the District shall fully fund Student's placement at the Program, consistent with the terms of this Agreement, on a year-to-year basis through the Student's [redacted] birthday on [redacted] The parties further understand and agree that the District shall have no obligation to provide Student with any educational services, or any other services or supports of any kind, from and after [redacted] and that any obligations whatsoever that Andover could have to Student shall irrevocably terminate on Student's 22nd birthday.

Parents agree to be fully and solely responsible for all other costs and fees related Student's education during the lifetime of this Agreement, other than as explicitly set forth within this Agreement. Specifically, Parents shall assume all other costs and responsibility for payment of any

Student activity fees, school supplies, and any other miscellaneous educational expenses. Parents agree to not seek any additional services, related services or transition services from District beyond the terms of this Agreement for the lifetime of this Agreement.

3. Placement Page and IEP. The District shall, in collaboration with the Program, administratively revise and provide Parents with an IEP and placement page specifying the Student's [redacted] placement at the Program for a [redacted] period that shall begin on the first day of Student's enrollment in the Program. The execution of this Agreement constitutes the Parents' acceptance of the Program and corresponding IEP placement for said [redacted] period. Student's placement pending appeal or "stay put" placement shall be the Program as identified the IEP developed pursuant to this paragraph.

   In the unlikely event that Student becomes separated from the Program during the lifetime of this Agreement, Parents shall notify the District immediately. The District will hold a Team meeting within ten (10) school days of receipt of such notice from Parents. The Parties shall have all the rights to evaluations and procedural protections pursuant to state and federal laws and regulations in the development of an IEP through the Team process.

4. Transportation. Parents shall provide any transportation required to and from the Program during the lifetime of this Agreement. Parents agree to not seek reimbursement for such transportation costs during the lifetime of this Agreement.

5. Good Standing. The District agrees to fund the Student's [redacted] at the Program in accordance with the terms of this Agreement so long as the Student continues to be accepted by and participates in special education and related services as specified by [redacted] respective IEP and otherwise remains in good standing as a student at the Program during the period of time covered by this Agreement. The District shall not have any obligation to fund any portion of the Student's placement for any period which [redacted] is not in actual attendance or participating in the Program, except for absences because of illness of otherwise in accordance with the policy of the Program.

6. Residency. The parties understand and 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 Andover's Assistant Superintendent of Student Services without delay and further understands that the District's obligations may be limited in such circumstances.

7. Educational Records Release. The Parents hereby consent and grant permission to Andover to observe the Student in the Program and to receive all copies of any school records, progress reports, and/or testing results from the Program during the period of the Agreement. Further, the Parents herby grant authorization to the Student's service providers to discuss with representatives of Andover information relating to the Student's records, reports, testing results, and documentation pertaining to [redacted]

8. No Admission. This Agreement does not constitute an admission by the Andover Public Schools that the selected day program 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 Andover.

9. Waiver of Fees. The Parents waive any claims to attorney's fees, advocate's or consultant fees and any and all other costs or fees relating to this matter.

10. Confidentiality. The parties further agree that, except as to the Program, and the parties' financial and legal advisors they and their representatives, agents and attorneys will maintain the confidentiality of this settlement and the specific and general terms thereof as set forth in this Confidential Settlement Agreement and Release. The parties agree that no information in this settlement will be disclosed or disseminated by their representatives, agents and attorneys to any party, person, entity, public agency, Massachusetts Lawyers Weekly, newspaper, publication, promotional material, list serve, media outlet, or internet site, including but not limited to social networking sites, blogs, or Special Education Parent Advisory Council sites, except that the parties or their attorneys may disclose the terms of this settlement to any court or person necessary to obtain approval of this settlement, to any court or person necessary to enforce the terms of the agreement, to any public agency entitled to receive such information according to applicable statutes and regulations, to comply with any state or federal law, regulation, or requirement. The parties further agree to refrain from making any intentionally defamatory, slanderous, or libelous remarks about each other, the Student, their agents and attorneys. In response to inquiries, the Parents and their attorneys may make, in essence, the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Violation of this confidentiality clause may constitute a material breach of the Settlement Agreement and may be considered grounds for voiding the Agreement by either party.

11. General Release of Claims. Except as otherwise provided for in this Agreement, and except to enforce the terms of this Agreement, the Parents remise, release, and forever discharge Andover, 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 Andover, its officials, employees, agents, attorneys, and contractors arising from the Student's educational programming and placement from the date of the Student's enrollment in the Andover Public Schools to the date of the execution of this Agreement, including any claims the Student may bring on [redacted]own behalf.

12. Specific Release of Claims. Without limiting the foregoing generality, the Parents specifically acknowledge that they are waiving any and all specific rights that have or might otherwise accrue to them and/or the Student through the period of this agreement 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, including any and all claims the Student may bring on [redacted]own behalf.

13. Access to Counsel and Understanding of Agreement. 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 knowingly and voluntarily with full understanding of its terms.

14. Actual Authority. [redacted] hereby warrant and certify that they are the custodial Parents and legal guardians of [redacted] with full power and authority to sign this binding Agreement on [redacted] behalf as well as their own. Nancy Koch, in her capacity as the Director of Student Services for the Andover Public Schools, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Andover Public Schools.

15. Entire Agreement/Modification. This Agreement constitutes the entire Agreement of the Parties pertaining to the subject matter thereof. This Agreement may be amended or modified only through a written document drafted subsequent to the signing of this Agreement.

IN WITNESS THEREOF the parties hereby sign and seal two (2) copies of the AGREEMENT.

[redacted]

Nancy Koch, Date
Director of Student Services
Andover Public Schools