[redacted] AND
BROCKTON PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Agreement is made as of the ____ day of December, 2021, by and between [redacted] and [redacted] ("Parents"), individually and on behalf of her minor child, [redacted] ("[redacted]" or "Student"), and the Brockton Public School District ("Brockton" or "District") (all of whom are hereinafter sometimes collectively referred to as "the Parties"), in full and final settlement of any and all claims that the Parties have asserted or could assert against one another, up to and including the date of execution of this Agreement, concerning the provision of special education and related services for [redacted]

WHEREAS the Parties agree that [redacted] is a child with a disability, within the meaning of the Individuals with Disabilities Education Act, 20 U.S.C. §§1400-1487, and M.G.L. c. 71B. Parents acknowledge that they reside with [redacted] in Brockton, MA;

WHEREAS Brockton has the responsibility of arranging the provision of special education and related services for [redacted]

WHEREAS disagreements arose between the Parties concerning special education eligibility and the appropriateness of the programs of special education that Brockton proposed for [redacted] for the 2019-2020, 2020-2021 and 2021-2022 school years;

WHEREAS the Parties desire to resolve their disagreements expeditiously, economically, and without the time, cost, and uncertainty of litigation;

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

1. This Agreement covers the period from the start of [redacted]'s day placement at the [redacted] ("[redacted]"), which is anticipated to early [redacted] 2021, through August 31, 2022 (hereinafter referred to as the "term of Agreement").

2. During the term of this Agreement, Brockton shall fund [redacted]'s temporary day placement at [redacted] at the public rate for this period as established by the Massachusetts Operational Services Division (OSD). Brockton shall pay [redacted] directly through arrangements made between [redacted] and Brockton. Parents shall responsible for any ancillary costs such as books, personnel expenses or expenses related to extracurricular activities associated with [redacted] placement at [redacted] during the term of the Agreement. Parents agree that Brockton shall have no obligation to fund or provide any other regular or special education services for [redacted] during the term of this Agreement in addition to those set forth in [redacted]'s IEP.

3. During the term of this Agreement, Brockton shall arrange for, provide and fund transportation of [redacted] to and from [redacted] and [redacted] Brockton home. Consistent with [redacted]'s IEP, [redacted]'s [redacted] shall accompany [redacted] during such transportation.

4. The Parties agree that [redacted] shall have no stay put rights to continued day placement at [redacted] or any other out-of-district placement or services from and after August 31, 2022.

5. Upon commencement of placement, Brockton will administratively amend the IEP placement page to reflect day placement at [redacted]. The placement page will state that the placement is made pursuant to a written agreement. Parents agree to promptly and fully accept this IEP and placement.

6. During the term of this Agreement, Parents agree that the consultative and direct [redacted] services set forth in [redacted]'s IEP shall be provided as follows:

    a. Prior to the commencement of [redacted]'s placement, a teacher of the [redacted] will visit [redacted] and [redacted]'s classroom to prepare for [redacted] attendance.

    b. Following this initial visit, [redacted]'s weekly consultative and direct [redacted] services will be provided virtually, and will include working with [redacted]'s teacher and directly with [redacted] as determined appropriate until Brockton, in good faith and exhausting all efforts through local school districts, collaboratives or private agencies/schools, is able to secure a teacher of the [redacted] to provide direct [redacted] services in-person to [redacted]

7. During the term of this Agreement, [redacted] will not receive [redacted] services from a [redacted] as set forth in [redacted] IEP, as this service is not required at [redacted] given the student-to-staff ratio.

8. Brockton is excused from performance of any terms of this Agreement made impractical by any governmental directives arising from or related to COVID-19 pandemic issues. The Parents and Brockton agree to work collaboratively to consider an extension of time for performance if warranted. The Parties agree that if [redacted] closes its physical campus due to COVID-19 or other reasons, then [redacted] shall remain responsible for providing [redacted] with remote learning services. Parents expressly waive any claims for compensatory services from [redacted] that might arise from COVID-19 governmental directives or restrictions through the term of this Agreement, including any claims related to [redacted]'s suspension, cessation or variation of educational services due to COVID-19.

9. Brockton shall have the right to monitor [redacted]'s progress at [redacted] during the term of this Agreement through reasonable observations, review of periodic progress reports, and conversations with [redacted] staff without the necessity of written consent or prior notice to the Parents. Parents agree to promptly provide Brockton with copies of any and all reports, assessments or evaluations regarding [redacted] which they commission or receive during the term of this Agreement.

10. On or about May 1, 2022, Brockton shall convene a Team to review progress data from [redacted]'s placement at [redacted], and with the input of [redacted] staff and Parents,

develop an IEP and identify a placement to commence on September 1, 2022. Brockton shall provide the Parent with a copy of the proposed IEP and Team Determination of Placement developed at said meeting by no later than May 15, 2022. Parents agrees that they shall respond to said IEP within thirty (30) calendar days of receipt thereof and that their failure to respond within this timeframe shall constitute a rejection of the proposed IEP and placement. In the event that there is a dispute between the Parents and Brockton regarding the services and/or placement proposed as a result of the May 2022 Meeting, the Parents agree that [redacted]'s "placement pending appeal" shall be the placement proposed by Brockton, only after the period of the Agreement. A failure by Brockton to strictly comply with these obligations shall not void the placement pending appeal status as described herein.

11. Brockton agrees to fund the above-described portion of [redacted]'s tuition at [redacted] during the term of this Agreement, so long as (a) [redacted] continues to reside within the City of Brockton, except as otherwise provided by M.G.L. c. 71B, § 5; and (b) [redacted] is and continues to be accepted at [redacted], participates in [redacted] educational program (except for absences because of illness or otherwise in accordance with the [redacted] policy of excused absences), and otherwise remains a student in good standing at [redacted]. Brockton shall not have any obligation to fund any portion of [redacted]'s placement at [redacted] for any extended period in which [redacted] is not in actual attendance due to unexcused absences or is not participating in the program as specified by the IEP.

12. In the event that [redacted]'s enrollment at [redacted] is terminated for any reason, or the Parents reasonably believe that such enrollment is likely to be terminated, prior to August 31, 2022, then Parents shall immediately so notify Brockton. Brockton, on receipt of such notice, shall have the right and responsibility to convene a Team to develop an IEP and placement for [redacted] and "placement pending appeal" shall be the placement proposed by Brockton.

13. This Agreement does not constitute an admission by Brockton that day placement at [redacted] constitutes the least restrictive, appropriate placement capable of assuring [redacted] a free and appropriate public education (FAPE). Instead, the Parties acknowledge that the day placement made pursuant to this Agreement is for the sole purpose of resolving this disputed claim.

14. On full execution of this Agreement, Parents agree and acknowledge that any claims which could have been brought before the BSEA or any other form up to the date of this signed Agreement are forever waived and dismissed, with prejudice. Parents hereby dismisses with prejudice the matter filed at the BSEA and captioned [redacted] ***v. Brockton Public Schools***, BSEA # [redacted] and waive any claims for attorney's fees.

15. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, Parents on their own behalf and on behalf of their child [redacted] and [redacted] heirs, representatives, successors and assigns, hereby release and forever discharge Brockton Public Schools, the Brockton School Committee, the City of Brockton, jointly and severally, and their respective officers, agents, employees, volunteers, teachers, staff, School Committee members, attorneys, board members, officials, and representatives, successors and assigns, in both their official and individual capacities, (hereinafter referred to in the Paragraph as the

"Brockton Released Parties") from and against any and all debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for personal injury or emotional distress, executions, liabilities, and any and all other claims of any kind, nature and description whatsoever, both KNOWN and UNKNOWN, both in LAW and EQUITY, which Parents on their own behalf and on behalf of [redacted] have or ever had against the Brockton Released Parties jointly or severally, from the beginning of the world to the date of this Agreement, arising out of, or relating to [redacted]'s enrollment and/or participation as a student at the Brockton Public Schools, including but not limited to the provision of education, special education and related services to [redacted] up to the date of this signed Agreement. The foregoing release shall become effective upon execution of this Agreement. Parents expressly waive any claim to reimbursement for any attorneys' fees and any claims for compensatory and/or transition services for any events prior to the date of this signed Agreement, including compensatory services related to the COVID-19 pandemic and related school closure.

16. Parents agree that, in the event that [redacted] initiates any legal proceedings seeking to invalidate or set aside any portion of this Agreement, for any reason, Parents shall hold Brockton harmless and shall defend, with counsel of Brockton's choosing, and indemnify Brockton for any liability, judgment, legal fees or other costs or expenses arising from such legal proceedings pertaining to the placement set forth in this Agreement.

17. By signing this Agreement, each party acknowledges that the party has been afforded ample opportunity to review this Agreement with advisors of the party's choice; that the party has read and understood the Agreement; and that the party has signed this Agreement freely and voluntarily, without any further inducements or promises except as set forth herein. More particularly, and without limiting the generality of the foregoing, the Parties understand and acknowledge that they are waiving specific rights which may accrue to them pursuant to M.G.L. c. 30A (the Administrative Procedure Act) and c. 71B ("Chapter 766"), 20 U.S.C. §§1400 et seq. ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act ("ADA"), up to the date of this Agreement.

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

19. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, all of the remaining portions of this Agreement shall nevertheless remain in full force and effect.

20. This Agreement sets forth the entire and complete understanding agreement between the parties. No party is relying on any written or oral statement or representation not set forth herein. This Agreement may be executed in counterparts.

21. Parents and Brockton will maintain the confidentiality of this settlement and the specific and general terms thereof and agree to keep confidential the terms and conditions of this Agreement. Parents may disclose the terms of this Agreement to legal and financial advisors, accountants, and immediate family members. The Parties may also release copies of this Agreement to comply with the requirements of federal, state or local law or in response to a

valid subpoena or the orders of a court or administrative body. In response to any inquiries about the dispute, the Parties and their attorneys shall simply state that they reached a mutually agreeable resolution. This provision does not prevent Parents from acknowledging that [redacted] attends [redacted] as a day student or from using this Agreement in court or at the BSEA to enforce the terms thereof. Parents will not disseminate information about the terms of this Agreement via the internet, World Wide Web, spedpac sites, blogs or social media sites.

22. Brockton warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf.

23. [redacted] hereby warrants that he is the parent and legal guardian of [redacted] with full power and authority to sign this Agreement on [redacted]'s behalf as well as his own.

24. [redacted] hereby warrants that she is the parent and legal guardian of [redacted] with full power and authority to sign this Agreement on [redacted]'s behalf as well as her own.

25. This Agreement shall be effective as a sealed instrument and shall be governed by and construed under the laws of the Commonwealth of Massachusetts. Each executed Agreement shall be considered an original. Copies of this Agreement in .pdf or other electronic form shall have the same force and effect as an original signature for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) duplicate originals as of the date set forth above.

[redacted]

[redacted] Individually and
As Parent on behalf of [redacted]

12/20/2021
Date

[redacted]

[redacted] Individually and
As Parent on behalf of [redacted]

12/19/2021
Date

Laurie A. Mason,
Director of Special Education,
duly authorized on behalf of the
BROCKTON PUBLIC SCHOOLS

12/20/21
Date