[redacted] AND
BROCKTON PUBLIC SCHOOLS

SETTLEMENT AGREEMENT & RELEASE

This Agreement is entered into as of June 6, 2025, by and between [redacted] ("Parent"), individually and on behalf of her minor child, [redacted] or "Student"), the Brockton Public Schools ("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 have asserted against one another, up to and including the date of execution of this Agreement, concerning the provision of special education and related services for Student.

WHEREAS the Parties agree that [redacted] is a child with a disability, within the meaning of the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. §§ 1400 – 1487, and M.G.L. c. 71B *et seq*. Parent acknowledges that she resides with [redacted] in Brockton, Massachusetts;

WHEREAS disagreements have arisen between the Parties concerning [redacted] Parent's desire for [redacted] to attend Brockton Community Schools' Smart Start Extended Day Program between the years 2021 – present;

WHEREAS Parent/[redacted] desire placement at Brockton Community Schools' Smart Start Extended Day Program for the 2024 – 2025 school year and the Brockton Community Schools 21st Century Program for the 2025-2026 school year;

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 any 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 of time ("term of Agreement") between [redacted] enrollment in Brockton Community Schools' Smart Start Extended Day Program on May 23, 2025, and the final day of programming in Brockton Community Schools 21st Century Program in June 2026 (the last day of the 2025 – 2026 school year, extended school year ("ESY") services not included; Summer Extended Day Programming for 2025 and 2026 included).

2. The Parties agree that the cost of [redacted] participation in Brockton Community Schools' Smart Start Extended Day Program, located in Brockton, Massachusetts, during the term of this Agreement, shall be borne as follows:

    a. 2024 – 2025 & 2025 – 2026 School Years: Brockton shall fully fund Student's participation in Brockton Community Schools' Smart Start Extended Day

Program for the end of the 2024 – 2025 school year (May 23 – last day of school at end of 2025 ESY session) and for the entirety of the Brockton Community Schools 21st Century Program regular 2025 – 2026 school year (2026 ESY session not included).

b. [redacted] Participation in Afterschool/ESY Programs Conditioned on Parent's Compliance with Afterschool/ESY Application Processes: [redacted] participation in any afterschool and/or ESY programs offered through the Brockton Community Schools' Smart Start Extended Day Program and/or Brockton Community Schools 21st Century Program is not guaranteed and is conditioned on Parent's compliance with all required paperwork/documentation requirements for admission to any afterschool and/or ESY programs offered through the Brockton Community Schools' Smart Start Extended Day and/or Brockton Community Schools 21st Century Program. The district will continue to provide the necessary staffing to support [redacted] attendance at these afterschool programs, contingent on admission.

c. Duration of Brockton's Reimbursement Obligation: Parent agrees that, except as provided in this Agreement, Brockton shall have no further obligation to funda any other expenses, costs, fees or services related to the Brockton Smart Start Extended Day and/or Brockton Community Schools 21st Century Program.

3. Agreement Does Not Constitute Admission(s): This Agreement shall not constitute an admission by Brockton that the services previously proposed, implemented, or any services not implemented by Brockton were in any way inappropriate or inadequate or that Student's rights have been violated in any manner. The Parties acknowledge that this Agreement shall not be used at any subsequent due process hearing as evidence that Student requires any services or placement to receive FAPE. Instead, the Parties acknowledge that the reimbursement provided for under this Agreement is for the sole purpose of resolving this Parties' dispute. This Agreement is entered into by the Parties for settlement purposes only.

4. Waiver of Right to Request Hearing at BSEA: The Parties further agree and acknowledge that any claims, including claims for attorneys' fees, encompassed under this Agreement, which have been brought or could have been brought before the BSEA, are hereby forever waived with prejudice.

5. Full & Final Resolution of Claims: This Agreement is entered into in full settlement of all claims which Parent could have asserted or has asserted against Brockton, its officers, both elected and appointed, its agents, employees, and/or attorneys arising out of any and all obligations which Brockton had or now has to provide a free and appropriate public education to [redacted] both substantively and procedurally, including, but not limited to, the provision of regular and special education and/or related services for any and all periods since he became enrolled as a student in Brockton up to and including the date of this Agreement. Without limiting the foregoing, Parent specifically acknowledges that

she waives all rights against Brockton which might have accrued on behalf of Student or to Student under M.G.L. 30A c. 71 *et seq.*, c. 71B *et seq.*, c. 76 *et seq.*, c. 231 *et seq.*, or c. 258 *et seq.*, or under 20 U.S.C. § 1400 *et seq.*, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, or any and all other related acts, laws, and regulations enacted up to and through the date of this Agreement. Except as otherwise specified in this Agreement, Parent waives all claims to compensatory educational services and/or compensatory damages up to and through the date of this Agreement.

6. Further Conditions: Brockton agrees to cover the above-described portions of Student's participation/placement in Brockton Community Schools' Smart Start Extended Day and or Brockton Community Schools 21st Century Program during the term of this Agreement, so long as (a) Student continues to reside within the City of Brockton.

7. Voluntary & Willful Assent: 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.*, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, up to and through the date of this Agreement.

8. Confidentiality: The Parent 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. Parent may disclose the terms of this Agreement to financial advisors and 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 of competent jurisdiction. In response to any inquiries about their dispute, the Parties and their counsel shall simply state that they reached a mutually agreeable resolution. This provision does not prevent Parent or [redacted] from acknowledging that [redacted] is enrolled in the Brockton Public Schools, or from using this Agreement in court or at the BSEA to enforce the terms thereof. Neither of the Parties will disseminate information about the terms of this Agreement via the internet, World Wide Web, SPED-PAC websites, blogs, social media sites, or via any other written medium except as provided for in this paragraph.

9. Amendments/Modifications: This Agreement may be amended or modified only by a writing assented to and 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.

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

11. Non-Reliance on Extraneous Statements: This Agreement sets forth the entire and complete understanding of the agreements between the Parties. None of the Parties is relying on any written or oral statement or representation not set forth herein in reaching this Agreement. This Agreement may be executed in counterparts.

12. Authorized Representatives:

    a. Brockton warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf; *and,*

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

13. This Agreement shall be effective as a sealed instrument and shall be governed by and construed under the laws of the Commonwealth of Massachusetts and, to the extent that the Agreement incorporates federal law, the laws of the United States of America.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement electronically as of the date set forth above.

[redacted] individually as the parent and on behalf of [redacted]

James M. LaBillois

JAMES M. LABILLOIS, Ed.D.,
Assistant Superintendent of Unified Student Services &
Title IX Coordinator & Civil Rights Officer,
BROCKTON PUBLIC SCHOOLS