The Commonwealth of Massachusetts
Division of Administrative Law Appeals
Bureau of Special Education Appeals

14 Summer Street, Malden, MA 02148 Telephone: (781) 397-4750

Record of Attendance

Student: [redacted]
School District: Grafton Public Schools ("the District")
BSEA #: [redacted]
Date: August 19, 2026

A mediation was conducted on this date by the Bureau of Special Education Appeals. The following is a list of individuals who participated in this mediation.

The participants whose names appear below certified verbally to the BSEA Mediator, Mara Shulman, that they were present at the mediation which occurred remotely via the Zoom.com meeting platform:

Name	Role
[redacted]	[redacted]
Nicole MacDonald	Special Education Administrator
Julie Flynn	Assistant Special Education Director

***A copy of this Record of Attendance was provided by email to Parent/Guardian and School District Representative at the end of the mediation.*

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Agreement Reached through Mediation

Student: [redacted]
School District: Grafton Public Schools
Date: May 14, 2025
BSEA # [redacted]

The following is the Agreement reached at Mediation between [redacted] Parents of [redacted] ("Parents") and the Grafton Public School District ("Grafton" or "the District"), collectively referred to as "the Parties."

1. For settlement purposes only, the Parties agree to cost-share the tuition at [redacted] ("Placement") for the 2025-2026, 2026-2027, and 2027-2028 academic school years under the conditions as outlined below.
   a. The District will reimburse Parents towards the cost of the tuition, as follows:
      i. $27,700 for the 2025-2026 academic school year
      ii. $14,700 for the 2026-2027 academic school year
      iii. $14,700 for the 2027-2028 academic school year
   b. For the 2026-2027 and 2027-2028 academic school years, the District is willing to consider a reimbursement that exceeds $14,700, should the Parents demonstrate that the Student has made progress and requires additional special education services. Parties understand and agree that the District is under no obligation to provide any reimbursement beyond what is outlined in 1(a)(ii) and 1(a)(iii).
   c. The Parents are fully responsible the remaining cost of the tuition for the period of this Agreement.
   d. If the actual costs to the Parents for the Student's Program covered by this paragraph is less than what is outlined in 1(a), the District's reimbursement obligation for the time period covered by this paragraph shall be limited to the actual cost of the educational programming incurred by the Parents.
   e. The District's obligation to make financial contributions in accordance with this Paragraph shall only apply to such a period as the Student participates in the educational programming for which the Parents seeks reimbursement.
   f. There are no stay-put rights associated with the reimbursement as outlined in this Agreement beyond the end for the 2027-2028 school year.
   g. For the purposes of processing the reimbursements by the District under this agreement, Parents will provide the District with the following:
      i. Invoice from and receipt of payment to the Placement AND
      ii. A completed W-9 Form AND

goods will be presumed provided after written submission via email to the director and passage of 5 business days. All services and goods must be purchased and delivered (in the case of services) no later than 24 months after the [redacted] Any funds not utilized by this time will be waived.

5. [redacted] Special Education [redacted] Except as described in Paragraph 3 of this Agreement, the [redacted] for special education services and the provision of a free, appropriate public education (FAPE) shall [redacted] Subject only to Paragraph 3 of this Agreement, this means that following [redacted] including but not limited to the provision of a FAPE.

6. Residency Contingency. This Agreement shall remain in effect so long as Student District continues to be the Local Educational Agency (LEA) responsible for the Student, except for Paragraph 4 relative to compensatory services which will remain in effect even if the District is no longer the LEA for the Student between the date of execution of this Agreement [redacted]

7. No Admission. Neither anything contained in this Agreement, nor the fact that any party has signed this Agreement, shall be construed as an admission by any party as to any issue of fact or law that was or could have been in dispute between them. This Agreement and the terms herein are for settlement purposes only.

8. General Release. Except as otherwise provided in this Agreement, and except to enforce the terms of this Agreement, the Parties hereby remise, release, and forever discharge each other from any and all debts, demands, actions, causes of action, suits, liabilities, claims of procedural violations, and any and all claims of any kind, nature and description, both in law and in equity (including claims by the Parties for payment of attorneys' fees and any other costs and/or damages), concerning the provision of educational, special educational, extended school year, transition, compensatory and related services to the Student, up to the date of this Agreement. This waiver and Agreement specifically do not apply to [redacted] individually or as agent, subagent of the District.

9. Confidentiality. Except as otherwise required by law, such as the enforcement of the terms of this Agreement, the Parties agree that the agreement itself as well as all the terms of this Agreement shall remain confidential and shall not be disclosed by them or by their agents, employees, servants, or attorneys to any third party, except to their respective counsel. The Guardians may disclose the terms of this Agreement to their educational, legal, and financial advisors as well as to their immediate family members. Further, the District may disclose its financial obligation under this Agreement to the Department of Elementary and Secondary Education as may be requested and in order to make any payments under the terms of this Agreement.

10. 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 have accrued to them pursuant to M.G.L. c. 30A (the Administrative Procedure Act) and c. 71B ("Chapter 766"), 20 U.S.C. §§1400 *et seq.* ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act ("ADA") up to the date of this Agreement.

[redacted]

however, that in the event of such a dispute, nothing contained herein shall prevent the Parents from placing the Student in a private program unilaterally at their own expense and seeking full reimbursement from the District.

b. End of the 2024-2025 school year, [redacted] from the District, and his special education [redacted]

If the Student [redacted] and if the School is able [redacted] then the Student [redacted] the School and his special educatio[redacted]

If the Student (i) is [redacted] and (ii) is [redacted] or there is [redacted] the District will convene a Team meeting no later than [redacted] to determine the [redacted] develop an IE[redacted] and placement for the Student for the 2025-2026 school year. In the event of a dispute regarding the Student's eligibility, program or placement following such Team meeting, the Parties agree that the Student's placement pending appeal or stay-put placement for the 2025-2026 school year shall be the placement proposed by the District; provided, however, that in the event of such a dispute, nothing contained herein shall prevent the Parents from placing the Student in a private program unilaterally at their own expense and seeking full reimbursement from the District.

8. No Admission. Neither Party makes any admission as to any disputes between the Parties as to placement or the delivery of a FAPE. The Parties agree to the terms of this Agreement for settlement purposes only.

9. Residency. This Agreement remains in effect only so long as the Student and at least one parent remain residents of Grafton, MA, subject only to the so-called Move-In-Law, M.G.L. c. 71B, § 5, but only as to the cost of a private day school placement.

10. Confidentiality. This Agreement and all of the terms of settlement of this dispute shall be confidential and the Parties will maintain the confidentiality of this settlement in the specific and general terms thereof. No disclosure of the facts or terms of the settlement or Agreement may be made or caused to be made by any party to any person or entity except as follows: (a) as required in order to enforce the terms of the Agreement, and (b) to anyone with a need to know such information according to applicable rules, regulations or statutes, including the Department of Elementary and Secondary Education, School and District personnel, and any public officials who must process or approve this Agreement and any payments made

of written notice from Parents, the Parties agree to reconvene a Team meeting to discuss appropriate educational programing and to develop an IEP for the Student. If Grafton deems a reevaluation necessary in order to develop such IEP, Parents consent to the re-evaluation upon signing this Agreement provided that Grafton provide Parents with proper notice of proposed evaluations. The Parents also retain any rights that they may have to seek a publicly funded independent educational evaluation. For purposes of this Agreement, "catastrophic change in circumstances" is defined as the occurrence of an event or development of a condition that causes Student serious and prolonged physical or emotional injury resulting in a material and substantial change in Student's functioning. If, following the Team meeting, there is a dispute regarding Student's educational programming, then subject to and conditioned on Grafton's compliance with its obligations under this Agreement, the placement pending appeals/ "stay put" placement shall be the placement and services Grafton proposes and Parents hereby waive any right to a placement pending appeals/ "stay put" at Placement or any other private school. This limitation shall not, however, preclude Parents from placing Student unilaterally elsewhere, or from seeking reimbursement from Grafton for any such placement.

(c[redacted] Student's [redacted] from Grafton. The Student is [redacted] The Parties agree that, except on the occurrence of an event described in Paragraph 5(b) of this Agreement, Grafton's financial and programmatic responsibility under state and federal laws and regulations for the Student's education [redacted] Student's [redacted] nd/or [redacted] of the Placement or Grafton and regardless of whether the Student [redacted] Nothing in this Agreement shall [redacted] provided that that the Student [redacted]

6. No Admission. The Parties agree to the terms of this Settlement Agreement for settlement purposes only. Neither party makes any admission as to the facts alleged or to whether compensatory services are owed.

7. General Release. Except as otherwise provided in this Agreement, and except to enforce the terms of this Agreement, the Parties agree to release and forever discharge each other from all debts, demands, actions, causes of action, suits, liabilities, claims of procedural violations, compensatory services, and any and all claims of any kind, nature and description, both in law and in equity, including claims by Student and/or her Parent for payment of attorneys' fees, independent evaluations, compensatory services, transition services, and other costs and/or damages, concerning the provision of special education and regular education services to the Student for the entire period of time that the Student has been a student in District up to the date of this Agreement.

[redacted]