[redacted] & HOLBROOK PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (Agreement) is made by and between [redacted] (Parent) on [redacted] own behalf and on behalf of [redacted] minor child, [redacted] (Student) (d.o.b. [redacted]) and Holbrook Public Schools (School District), all of whom are hereinafter sometimes collectively referred to as "the Parties."

WHEREAS the Parties agree that Student is a child with special needs within the meaning of state and federal special education laws who resides with Parent in Holbrook, Massachusetts; and

WHEREAS the Parties disagree about the services and placement required in order to meet Student's special education needs;

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

1. Extended Evaluation in Out-of-District Placement. The Parties agree that Student will participate in an 8-week extended evaluation at a mutually agreed upon out-of-district placement that is fully funded by School District. School District agrees to provide round-trip transportation between Student's home in Holbrook and the mutually agreed-upon out-of-district placement at the beginning and end of the regular school day. As part of the extended evaluation, Holbrook will have [redacted] continue to perform [redacted] assessment of Student that already is in process, with the understanding the assessment will include an observation of Student is the extended evaluation location. The extended evaluation will follow the processes set forth by the Massachusetts Department of Elementary and Secondary Education.

2. General Release. This Agreement shall constitute full settlement and release of all claims that exist or may exist between the Parties relating to Student's regular education, special education, related services, and transition planning/services since Student began residing in School District through the date this Agreement is fully-executed. More particularly, on [redacted] behalf and Student's behalf, Parent specifically waives all rights against School District, their officers, both elected and appointed, agents, employees, and/or attorneys that have accrued, or might have accrued, to them and/or Student under M.G.L. c. 30A (the Administrative Procedure Act), 71, 71B ("Chapter 766"), 76; 20 U.S.C. §§1400 *et seq.* ("IDEA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 1983, and any and all related acts, laws, and regulations since Student began residing in School District through the date this Agreement is fully-executed with regard to the provision of regular education, special education, related services, and transition planning/services to Student. As used herein, "full settlement of all claims" shall include all claims for special education and related services, transition planning/ services, compensatory services, attorney's fees and all other claims for costs, expenses, and damages.

3. 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.

4. Attorney Consultation. The Parties to this Agreement hereby acknowledge that they have had the opportunity to consult with an attorney or other representative of their choice about this Agreement, have read this entire Agreement, and have signed this

Agreement voluntarily with full understanding of its terms and without any other inducements or promises except for those set forth herein.

5. Confidentiality. Except as necessary to enforce its terms or as required by law, subpoena or administrative/judicial order, the Parties agree that the terms of this Agreement will be kept confidential and private between them; that is, neither party will disclose any aspect of it to anyone else. Parent may, without breach of the terms of this paragraph, disclose the terms of the Agreement to [redacted] immediate family members and to her financial, legal, educational, and medical/behavioral advisors. The Parties also may, as they deem necessary or desirable, seek to introduce copies of this Agreement as an exhibit in administrative or judicial proceedings in furtherance of their rights and obligations pursuant to General Laws Chapter 30A and 71B and 20 U.S.C. Sec. 1400 et seq., as they relate to Student.

6. Execution of Agreement. This Agreement may be executed in counterparts and by facsimile and PDF.

7. [redacted] hereby warrants and certifies that [redacted] is the parent of Student and has full power and authority to sign this Agreement on Student's behalf as well as [redacted] own. Rob Compton hereby warrants and certifies that he has full power and authority to sign this agreement on the School District's behalf and to commit the funds set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement.

[redacted] individually and
on behalf of [redacted] child, [redacted]

10/1/21
Date

Rob Compton, on behalf of
the Holbrook Public Schools

10/1/2021
Date