[redacted] & Holbrook Public Schools
2019-2020, 2020-2021, and 2021-2022 School Years

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (hereinafter AGREEMENT) is made by and between [redacted] of Holbrook, Massachusetts (PARENTS), acting for themselves and their minor child, [redacted] (d.o.b. [redacted]) (STUDENT), and the Holbrook Public Schools (SCHOOL DISTRICT), hereinafter sometimes referred to collectively as "the Parties."

WHEREAS SCHOOL DISTRICT developed an Individualized Education Program (IEP) that proposed in-district programming for STUDENT;

WHEREAS PARENTS have filed for a hearing before the Bureau of Special Education Appeals seeking relief that includes, but is not limited to, immediate placement in an out-of-district placement;

WHEREAS the Parties wish to resolve the dispute regarding STUDENT's educational programming and placement by mutual agreement, expeditiously without the time, cost and uncertainty of litigation;

NOW THEREFORE, PARENTS and SCHOOL DISTRICT, in full consideration of the exchange of promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, agree as follows:

1. Non-Binding Referral Packets. The Parties agree that SCHOOL DISTRICT will send non-binding referral packets to the following schools within two calendar days of this AGREEMENT being fully-executed: [redacted] and [redacted] SCHOOL DISTRICT agrees to send non-binding referral packets to additional schools that may be mutually agreed upon by the Parties.

2. Tuition, IEP Development, & Transportation. For settlement purposes only, the Parties agree that PARENTS may place STUDENT at any of the schools identified above in Paragraph 1 that accept STUDENT into its educational program, with the understanding that the Parties agree to the following arrangement for funding the tuition, depending on the school PARENTS select:

a. [redacted]. If the PARENTS choose to place STUDENT in the program located in [redacted], SCHOOL DISTRICT will fully fund the tuition associated with this placement for the time period covered by this Agreement (i.e. for the remainder of the 2019-2020 academic school year (i.e. through June 2020) and the 2020-2021 and 2021-2022 academic school years (i.e. September through June). SCHOOL DISTRICT also agrees to provide STUDENT with round-trip transportation between STUDENT's home in SCHOOL DISTRICT and [redacted] for the time period covered by this Agreement.

b. [redacted]. If PARENTS choose to place STUDENT at [redacted] or [redacted] SCHOOL DISTRICT agrees to fund 100%of the tuition cost for the time period covered by this Agreement. Given that [redacted] is not approved by the Massachusetts Department of Elementary and Secondary Education (DESE) to provide services to publicly funded students, PARENTS will be responsible for paying [redacted] full for the tuition, with the understanding that SCHOOL DISTRICT will reimburse PARENTS within 45 calendar days of receipt of proof of such tuition payment (e.g. cancelled check, credit card statements, etc.) and completion of a W-9 form. Given that [redacted] is DESE approved, SCHOOL DISTRICT shall make all tuition payments directly to [redacted]. If STUDENT attends [redacted] or [redacted] PARENTS are fully responsible for arranging or providing STUDENT's transportation for the time period covered by this AGREEMENT and waive any and all claims against SCHOOL DISTRICT, its officers both elected and appointed, its agents, employees and/or attorneys relating to the providing or arranging of transportation.

[redacted]

c. [redacted] SCHOOL DISTRICT and PARENTS agree that if PARENTS choose any one of these schools, SCHOOL DISTRICT shall be responsible for the day school tuition plus an additional $6,500 for other educational expenses for each academic school year covered by this Agreement and PARENTS shall be responsible for any and all other costs associated with these school programs for the time period covered by this Agreement. Given that [redacted] is DESE approved, both Parties will make their payments directly to the [redacted]. While [redacted] is not DESE approved, the Parties understand that [redacted] cooperates with the Individual Student Program (ISP) pricing process and that DESE has approved [redacted] for other Massachusetts students; consequently, the Parties agree to cooperate in seeking ISP for STUDENT's placement at [redacted] if it is the selected school and, if ISP is approved, both Parties will need to make their respective payments directly to [redacted]. If ISP is not approved, PARENTS will need to pay the entire cost of the placement at [redacted] and SCHOOL DISTRICT will reimburse PARENTS for SCHOOL DISTRICT's portion within 45 calendar days of receipt of proof of payment and a completed W-9 form. [redacted] is not DESE approved and will not participate in the ISP process, therefore, PARENTS will be responsible for paying [redacted] directly for all program costs, with the understanding that SCHOOL DISTRICT will reimburse PARENTS for SCHOOL DISTRICT's share of the tuition within 45

calendar days of receipt of proof of such tuition payment (e.g. cancelled check, credit card statements, etc.) and completion of a W-9 form.

d. IEP Development. If the parents-selected school is a public school, a DESE approved school, or an ISP approved school for STUDENT, SCHOOL DISTRICT, in consultation with the selected school, will develop IEPs placing STUDENT at the selected school for the remainder of the 2019-2020 academic school year (i.e. through June 2020) and for the 2020-2021 and 2021-2022 academic school years. SCHOOL DISTRICT, may, but is not required to, convene STUDENT's IEP Team to develop these IEPs, and PARENTS hereby waive the right to Team meetings to develop these IEPs. However, nothing in this AGREEMENT shall be deemed to preclude PARENTS from meeting with the selected school as needed during the lifetime of the AGREEMENT to discuss STUDENT's educational program, with the understanding that SCHOOL DISTRICT's financial obligation is limited as described above. If the selected school is not a DESE approved school generally or for STUDENT specifically, then PARENTS understand that SCHOOL DISTRICT will not be developing IEPs for the selected school for time period covered by this Agreement.

e. MCAS Administration. PARENTS understand and agree that STUDENT will be required to take the MCAS examination if STUDENT attends a public school, a DESE approved school, or an ISP approved school for STUDENT. If the selected school is not DESE approved either generally or for STUDENT in particular, SCHOOL DISTRICT will administer the MCAS examination if DESE authorizes SCHOOL DISTRICT to do so. If the MCAS is administered, the Parties agree that STUDENT will be provided with all MCAS accommodations set forth in the 6/12/19 to 6/11/20 IEP.

3. Limitation on SCHOOL DISTRICT's Obligations. SCHOOL DISTRICT's obligations as set forth in Paragraph 2 above continue only so long as (a) STUDENT remains enrolled in, and, subject to ordinary excused absences, is in attendance at the parents-selected school and (b) STUDENT continues to reside in SCHOOL DISTRICT, subject to the provisions of the so-called "move-in law," M.G.L. Ch. 71B, Section 5.

4. Additional Costs/Services by Parents. Except as provided in Subparagraphs 5.a. and 5.b. herein, PARENTS specifically acknowledge that this AGREEMENT fully discharges SCHOOL DISTRICT's obligation under all federal and state laws to provide a free appropriate public education to STUDENT through June 2022. PARENTS waive any right they may have under state or federal laws to seek any other funding, reimbursement, or services from SCHOOL DISTRICT beyond that specified in Paragraph 2 including, but not limited to, for any private school, special education, regular education, evaluations, extended year or day services, tutoring, transition planning/services, and/or related services for STUDENT up to and including June 30, 2022, except as provided in Subparagraphs 5.a. and 5.b.

5. Alternative and Future Placements.

a. In the unlikely event that STUDENT becomes separated from the selected school prior to the expiration of this Agreement or there is a substantial or material change in Student's disabilities prior to June 2022, PARENTS shall provide SCHOOL DISTRICT's Director of Special Education and Pupil Personnel Services with written notice of this development. Assuming STUDENT continues to reside in Holbrook, SCHOOL DISTRICT will evaluate STUDENT, if needed, and will promptly convene an IEP Team meeting to either revise the existing IEP or develop an IEP if an IEP does not exist. In the event of a dispute regarding the proposed IEP and placement, the placement pending appeals/ "stay put" placement shall be the IEP and placement proposed by SCHOOL DISTRICT, and PARENTS specifically waive any and all rights to a placement pending appeals at the selected school or any private school.

b. In the event that STUDENT continues to attend the selected school as anticipated, PARENTS hereby consent to SCHOOL DISTRICT conducting those evaluations that SCHOOL DISTRICT determines are necessary to develop an IEP that will have a start date of 7/1/2022. In the event of a dispute at the Team meeting, the placement pending appeal/ "stay put" placement shall be the IEP and placement SCHOOL DISTRICT proposes except if the selected school program is [redacted], in which case SCHOOL DISTRICT agrees that [redacted] will be STUDENT's "stay put" placement if [redacted] allows STUDENT to remain in the [redacted], in which case SCHOOL DISTRICT will continue to provide STUDENT with round-trip transportation.

6. Consent to Release Educational Records. PARENTS hereby give their consent to allow the parents-selected school to release to SCHOOL DISTRICT copies of all progress reports and other school records concerning STUDENT and STUDENT's program at the parents-selected school during the lifetime of this AGREEMENT.

7. No Admission. This AGREEMENT is for the purpose of settling the dispute between the Parties only. This AGREEMENT does not constitute an admission by either party on any of the issues that may have been in dispute between the Parties.

8. General Release. This AGREEMENT shall constitute a 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. Without limiting the foregoing, PARENTS, on their own behalf and on STUDENT's behalf, specifically waive 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 through the date this AGREEMENT is fully executed. As used herein, "full settlement and release of all claims" shall include all claims for special education, related services, transition planning/services, compensatory services, attorney's fees and all other claims

for costs, expenses, and damages.

9. Withdrawal of BSEA Hearing Request. PARENTS agree to withdraw their BSEA hearing request with prejudice within the two business days of this Agreement being fully-executed.

10. 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. In the event either party is asked about the dispute, they shall tell all others that the dispute was settled in a manner satisfactory to both parties. The Parties may, without breach of this Paragraph, disclose the terms of the AGREEMENT to the parents-selected school and to their educational, legal and financial advisors to the extent necessary for such individuals to perform their professional duties and so long as each individual commits to keeping such terms confidential. PARENTS may disclose the terms of the AGREEMENT to family members who agree to be bound by the terms of this paragraph. 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.

11. Access to Counsel and Understanding of AGREEMENT. The Parties to this AGREEMENT hereby acknowledge that they have had the opportunity to consult with an attorney or other representative of their choice throughout these proceedings, 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.

12. Certification. [redacted] hereby warrant and certify that they are the parents and legal guardians of [redacted] with full power and authority to sign this Agreement on behalf as well as their own. Kathleen Turner hereby warrants and certifies that she is the SCHOOL DISTRICT's Director of Special Education and Pupil Personnel Services and has full and power and authority to sign this Agreement on behalf of SCHOOL DISTRICT.

IN WITNESS WHEREOF, the Parties hereby sign and seal four (4) duplicate originals of this AGREEMENT.

[redacted], individually and for [redacted] minor child, — Date: 9/25/19

[redacted], individually and for [redacted] minor child, — Date: 9/25/2019

Kathleen Turner — Date: 9/26/19

Kathleen Turner for the Holbrook Public Schools