

1

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made by and between _____ is ("Parents"), acting for themselves and their minor child, _____ ("Student"), and the Sturbridge School District and Tantasqua & Union 61 Regional School District (hereinafter, "Sturbridge" and "Tantasqua" respectively, and together "the Districts"). Parents and the Districts shall be collectively referred to herein as "the Parties."

WHEREAS, the Parties agree that Student is a child with special needs within the meaning of M.G.L. c.71B, residing within the Commonwealth and within the Districts in the town of Sturbridge, Massachusetts; and

WHEREAS, Sturbridge is responsible for Student's special education, related services, and transition services through 6th grade; and whereas Tantasqua is responsible for Student's special education, related services, and transition services starting in 7th grade; and

WHEREAS, Sturbridge proposed placement for the Student in a Separate Private Day School, approved by the Massachusetts Department of Elementary and Secondary Education ("DESE") to provide special education services; and

WHEREAS, Parents seek to have Student attend the Hope Graham Program within the Bancroft School in Worcester, MA; and

WHEREAS, the Parties desire to resolve any dispute regarding the Student's educational needs expeditiously and economically, without the time and cost of litigation; and

NOW THEREFORE, Parents and the Districts, in consideration of the settlement of this matter in lieu of a hearing, and in consideration of the exchange of promises and covenants set forth herein, the sufficiency of which is hereby acknowledged, agree as follows:

1. Time Period of the Agreement. This Agreement is intended to fully encompass the 2025-2026 (5th grade), 2026-2027 (6th grade), 2027-2028 (7th grade) and 2028-2029 (8th grade) school years, inclusive of Extended School Year (ESY) programming for the summers of 2025, 2026, 2027, and 2028.

2. Responsibility for Tuition and Educational Services During Time Period of the Agreement.

- (a) For the 2025-2026 (5th grade), 2026-2027 (6th grade), 2027-2028 (7th grade) and 2028-2029 (8th grade) school years, the Districts agree to fund one hundred percent (100%) of the cost of the tuition for Student's day placement at the Hope Graham Program within the Bancroft School. The Parents agree to hold the Districts harmless for any costs in excess of said tuition. The tuition rate shall be set by the Bancroft School. The Districts' payments shall be made directly to the Bancroft School by terms agreed upon between the Districts and the Bancroft School. If the Bancroft

School will not accept direct payments from the Districts, the Districts and Parents shall arrange with each other a mutually agreeable payment schedule to ensure the Bancroft School is paid on time in order to secure the Student's continued enrollment at the school, in which case the Parents will be reimbursed by the Districts within 30 days of receiving proof of payment for any payments the Parents make directly to the Bancroft School. It is understood that the Districts' funding of Student's tuition at the Bancroft School shall under no circumstances exceed the amount identified in this paragraph.

- (b) Parents agree to be fully and solely responsible for all other educational services, costs, and fees related to Student's education during the time period of the Agreement, other than as explicitly set forth within this Agreement. Specifically, Parents shall assume all costs for all school supplies, evaluations (except as provided in paragraph 5), materials, fees, computers, and/or equipment, all summer and extended school year programming, extended day services, afterschool services, transition services, related services, and/or any other miscellaneous educational expenses. Parents agree to not seek any additional services, related services or transition services from the Districts beyond the terms of this Agreement during the time period of this Agreement.
- (c) The Districts shall continue to provide a digital modulation (DM) system for Student, including the device (e.g., Roger Focus II and microphone), annual maintenance and calibration (i.e. in conjunction with the Clarke School), necessary repairs to make sure the device is in good working order, replacement if necessary for the device to work properly for the Student, and up to 4 hours per year consultation service with an educational audiologist.

3. Transportation. The District agrees to be responsible for arranging, providing, and funding once daily roundtrip transportation for the Student between the Bancroft School and the Student's home during the time period covered by this Agreement. The Parent agrees to make payment in the amount of \$5,000 (five-thousand dollars) per school year to the District to contribute financially towards the transportation discussed in this Paragraph for each of the 2025-2026, 2026-2027, 2027-2028, and 2028-2029 school years. Payments shall be made by check payable and provided to the transportation vendor. Transportation shall be provided in accordance with Massachusetts law and regulation, including that the student will not remain in the vehicle for more than one hour each way to and from the school. The District shall ensure that the Student is dropped off and picked up at school in a timely manner.

4. Waiver of IEPs and Evaluations. The Parties hereby agree that the Districts need not develop or issue any Individualized Education Programs (IEPs) for the Student for the 2025-2026, 2026-2027, 2027-2028, or 2028-2029 school years. The Districts shall continue to reconvene the Student's Team once a year. The District shall provide an attendance sheet for this annual Team meeting, stating the purpose as an Annual Reconvene, and shall produce an N1 outlining the nature of the discussion. The Parties further agree that the Districts shall not be responsible for any evaluations of the Student, including any triennial evaluations or transition evaluations, during the time period of this Agreement, except as provided in paragraphs 5, 7 and

8. Nothing in this Agreement shall be deemed to preclude Parents from meeting with the Bancroft School as needed during the time period of the Agreement to discuss and/or revise Student's educational program at the Bancroft School, or from obtaining evaluations of the Student at private expense. Parents agree and acknowledge that any such discussions, revisions, or evaluations shall not result in any costs to the Districts in excess of those provided for in this Agreement.

5. Reevaluations and Team Meeting During 2028-2029: The Parties hereby agree that Tantasqua will conduct a comprehensive reevaluation of the Student during the 2028-2029 school year. Tantasqua shall provide the Parents with prior written notice of these evaluations, and the Parents agree to provide prompt consent to the evaluations, as well as to make the Student available for all of Tantasqua's proposed evaluation testing. After the evaluations are completed, and no later than March 1, 2029, Tantasqua will reconvene the Student's Team to discuss the Student's special education program and placement for the 2029-2030 school year. In the event of a dispute concerning any IEP written pursuant to this paragraph, the Parents agree that the Student's placement pending appeals shall be the program reflected in the IEP generated by Tantasqua after the Team process described within this paragraph, with placement in a DESE-approved Separate Private Day School. During the 2028-29 school year, the Districts will assist with Student's application to vocational/technical high schools if he so chooses to apply, as they would for any other enrolled student.

6. Stipulation Concerning Provision of Educational Services at the Hope Graham Program within the Bancroft School. The Parties agree that the Districts' funding of the Student's placement and provision of transportation as specified in this Agreement fulfills the Districts' obligation to provide a free and appropriate public education (FAPE), as well as any and all regular education, special education, related services, and transition services, to the Student during the time period of this Agreement, except as otherwise provided for under this Agreement. Specifically, the Parents understand and acknowledge that the Hope Graham Program, and the Bancroft School itself, is not approved by the Massachusetts Department of Elementary and Secondary Education (DESE) as a private special education school under 603 CMR 18.00 to provide special education and related services to eligible students with disabilities. The Parents stipulate that the Hope Graham Program at the Bancroft School is wholly of their own selection; that the Districts have made no representations to them in relation to the merits of said placement; and that they relied solely on their own evaluation of the placement to determine its appropriateness. Parents further acknowledge and agree that the Districts are not a guarantor or insurer for services and programs provided by the Bancroft School.

7. Separation from the Bancroft School During Lifetime of Agreement. In the unlikely event that Student becomes separated from the Bancroft School during the time period of this Agreement, but not due to a substantial and material change in circumstances as described in paragraph 8, Parents shall notify the Districts immediately. The Districts will convene a Team meeting within ten (10) school days of receipt of such notice from Parents. The Parties shall have all the rights to evaluations and procedural protections pursuant to state and federal laws and regulations in the development of an IEP through the Team process. In the event of a dispute concerning any IEP written pursuant to this paragraph, the Parents agree that the Student's

placement pending appeals shall be the program reflected in the IEP generated by Tantasqua after the Team process described within this paragraph, with placement in a DESE-approved Separate Private Day School.

8. Substantial and Material Change: In the event of extraordinary circumstances which substantially and materially change the Student's disabling condition and/or educational needs during the time period of this Agreement, and which necessitate permanent separation from the Bancroft School, the Parties agree to reconvene a Team meeting to discuss appropriate educational programming and to develop a new IEP for the Student. The Parties shall have all the rights to evaluations and procedural protections pursuant to state and federal laws and regulations in the development of an IEP through the Team process. In the unlikely event of such circumstances, and in the event of a dispute concerning any IEP written pursuant to this paragraph, the Parents agree that the Student's placement pending appeals shall be the program reflected in the IEP generated by Tantasqua after the Team process described within this paragraph, with placement in a DESE-approved Separate Private Day School.

9. Access to Educational Records. Parents hereby consent and grant permission to the Districts to observe the Student at the Bancroft School and to receive from the Bancroft School all copies of any school records, progress reports, testing results, authored by educators or others associated with the Bancroft School who will provide services to Student during the course of his enrollment at the Bancroft School. Further, Parents hereby consent to said service providers to discuss with representatives of the Districts information relating to the Student's records, reports, testing results, and documentation pertaining to Student.

10. MCAS. Parents understand and agree that the Student is required to participate in all state-mandated (i.e. MCAS) testing. If the Bancroft School does not administer the MCAS, the District will arrange for the administration of MCAS to Student at a mutually agreed upon time and location within the Districts and with timely notice to the Parents. The Districts shall implement the MCAS accommodations on Student's last IEP (dated 11/08/2024 to 11/07/2025).

11. Good Standing and Residency. The Districts agree to fund the Student's tuition at the Bancroft School as provided above, so long as:

- (a) Student remains a student in good standing at the Hope Graham Program within the Bancroft School. The Districts shall not have any obligation to fund Student's placement at the Bancroft School for any period during which he is not in attendance within the program, or is not participating in his educational program, except for absences due to illness or otherwise in accordance with the Bancroft School's policy for excused absences; and
- (b) The Parties agree that this Agreement is subject to the provisions of Massachusetts statutes and regulations regarding residency, including M.G.L.c.71B, §5 and 603 C.M.R. §28.10. Parents agree to notify the Tantasqua Director of Special Education in writing in the event that either Parent or the Student move from the Districts during the time period of this Agreement. In the event of a change in residency, Parents understand that the Districts' obligations may be limited in such circumstances.

12. 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.

13. Settlement and Release. This Agreement is intended to and does settle any and all disputes which exist or may exist between the parties relating to Student's regular and special education and related services and transition planning services through the date of this Agreement. The Parties remise, release, and forever discharge all existing debts, demands, actions, claims of any kind, nature, and description both in law and in equity which the parties have or might have, whether known or unknown, against each other or their agents through the date of this Agreement including any claims the Student may bring on her own behalf, except as may be necessary to enforce the terms of this Agreement. Without limiting the foregoing generalities, Parents specifically acknowledge that they are waiving any rights against District which might have accrued to them or Student under M.G.L. c. 30A, c. 71, c. 71B, c. 76, 20 U.S.C. § 1400 et seq., 42 U.S.C. § 1983, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1978, and any and all other related acts, laws, and regulations through the date of the Agreement.

14. Waiver of Fees. The Parties waive any claims to attorney's fees, advocate's fees, expert fees, and/or all other costs under applicable law for services rendered relating to this matter.

15. Age of Majority Indemnification. Parents hereby agree to indemnify and hold the Districts harmless in the event that, following Student's eighteenth (18th) birthday, Student asserts any legal claims against the Districts related to this Agreement.

16. Confidentiality. The Parties hereby agree that they and their representatives will maintain the confidentiality of this Agreement in the specific and general terms thereof. No disclosure of the facts or terms of the Agreement may be made or caused to be made by any party or their representatives to any person or entity, however the Parties or their representatives may make substantially the following statement: "The underlying dispute in this case has been resolved in a manner satisfactory to all parties." Notwithstanding this provision, the Parties may disclose the terms of and/or produce copies of this Agreement in order to: (a) 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; (b) assist the Districts, and any officials within the Districts, who must process or approve this Agreement and any payments to be made hereunder; (c) assist the administrative staff at the Bancroft School as needed to process tuition payments; (d) to assist their financial, legal, and educational planners; and (e) voluntarily introduce copies of this Agreement during any administrative or judicial proceeding that may arise related to this Agreement and/or Student's educational needs. Parents may also share the terms of this Agreement with immediate family members with the understanding they are also bound by the terms of this paragraph. Nothing in this paragraph shall be construed to limit to the right of either party to disclose this Agreement to an agency or court in order to enforce any of its terms.

17. Actual Authority. _____ warrant that they are the
parents and legal guardians of _____ full power and authority to sign this

Agreement on his behalf as well as their own. The Districts hereby warrant that its undersigned representative, Jessica Bolduc, has full power and authority to sign this Agreement on behalf of the Sturbridge School District and the Tantasqua Regional and Union 61 School District. This Agreement shall be executed in duplicate by the parties. Each executed Agreement shall be considered an original.

18. Access to Counsel and Understanding of Agreement. The Parties acknowledge that they have each had the opportunity to consult with legal counsel, have read this entire Agreement, and have signed this Agreement voluntarily with full understanding of its terms, and without any further inducements or promises except as set forth herein. Further, the Parties have read the entire Agreement carefully, have discussed it with their legal representatives, understand it, and accept its terms knowingly and voluntarily.

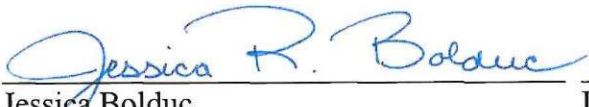
19. This Agreement may be executed in counterparts. Execution and delivery of this Agreement by PDF or other electronic format shall constitute valid execution and delivery. Each fully executed Agreement and every copy of such shall be considered an original.

20. Entire Agreement/Modification. This Agreement constitutes the entire Agreement of the Parties pertaining to the subject matter thereof. This Agreement may be amended or modified only through a written document drafted subsequent to the signing of this Agreement.

IN WITNESS THEREOF the Parties hereby sign and seal this AGREEMENT.

 _____
Date 7/23/2025
Parent of Student 

Date 7/23/25
Parent of Student 

 _____
Date 7/21/2025
Jessica Bolduc
Director of Special Education
Tantasqua Regional and Union 61 School District

AND
STURBRIDGE SCHOOL DISTRICT AND GRAFTON PUBLIC SCHOOLS

AGREEMENT

This Agreement is made as of the 25th day of March 2026, by and between
("Parents"), individually, on behalf of their and the Sturbridge
School District ("Sturbridge") and Grafton Public Schools ("Grafton") (Collectively "the
Districts") (all of whom are hereinafter sometimes collectively referred to as "the Parties"),
concerning the provision of special education and related services to

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

1. Term: this settlement agreement covers the term from the date of signing to June 30, 2027.
2. Services Pending Placement: In lieu of a separate day program, the Parents have elected to enroll in the Futures ABA Preschool Program ("Futures") in lieu of receiving services within the Educational Placement as accepted on Student's IEP.
3. Tuition: The Districts agree to fund 100% of the cost of the tuition for Futures as set by Futures for the school years 2025-2026 and 2026-2027 including services during the summer of 2026. Tantasqua and Grafton agree to share the cost of the Student's tuition at Futures as follows:
 - a. Tantasqua shall be responsible for 50% of the tuition.
 - b. Grafton shall be responsible for 50% of the tuition.
4. No Guarantee of FAPE. Parents acknowledge and agree that they have elected to enroll the Student in Futures which is not a separate day program approved by the Department of Elementary and Secondary Education and/or the Tantasqua Regional School District or the Grafton Public Schools and is not proposed, recommended, or endorsed by the Districts as an educational placement. The Parents stipulate that the selection of Futures

for Student's education, including the provision of special education placement and services for Student, was made at the sole discretion of Parents. The Parents further agree that the Districts make no representations or warranties regarding the appropriateness, quality, or effectiveness of Futures, including whether Futures can implement any portion of the Student's individualized education program (IEP) or meet applicable legal standards. The Parents acknowledge and agree the Districts do not control or oversee the provision of Student's special education services while he is at Futures. Upon execution of this Agreement, the Parents hereby release the Districts from all legal claims of any kind that may be asserted against the Districts arising indirectly or directly from Student's participation in services at Futures. The Parents expressly waive any claim that the District has denied the Student a free appropriate public education (FAPE).

5. Transportation: The Districts agree to fund and provide door to door transportation to and from Student's home in Grafton and the Student's home in Sturbridge.
6. Additional Services: The Parents understand and agree that the Districts' provision of services to support programming at Futures contained in this Agreement shall constitute and fulfill the District's entire obligation to the Student with regard to the provision of regular education services, special education services, extended school year (summer) services, evaluations, transition services, related services, and a free appropriate public education for the Student during the term of this Agreement.
7. Reevaluation and Reconvene: The Districts shall convene a Special Education Team Meeting to evaluate [REDACTED] current performance and develop an IEP for [REDACTED] no later than May 28, 2027. By signing this agreement, Parents give consent for Tantasqua to conduct a discretionary evaluation of [REDACTED] to commence on or April 1, 2027 to determine [REDACTED] current performance levels. In the event that there is a dispute between the Parents and the Districts after the May 2027 Team Meeting, regarding the services and/or placement proposed at the team meeting described in this Paragraph, the Parents agree that [REDACTED]'s "placement pending appeal" shall be a separate day program.
8. Termination: In the event that [REDACTED] enrollment at Futures is terminated for any reason, or the Parents reasonably believe that such enrollment is likely to be terminated during the term of this Agreement, then the Parent shall immediately so notify the Tantasqua, which, on receipt of such notice, shall have the right and responsibility to convene a Team to

develop an IEP and placement for [redacted] In this unlikely event of said termination, the "placement pending appeal" shall be a separate day program.

9. No Admission: This Agreement does not constitute an admission by the District that Futures constitutes the least restrictive, appropriate school program capable of assuring [redacted] a free and appropriate public education. Instead, the parties acknowledge that this settlement agreement is entered by the Parties for the sole purpose of resolving this disputed claim.
10. General Waiver: 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 [redacted] and their heirs, representatives, successors and assigns hereby release and forever discharge the Sturbridge School District, the Sturbridge School Committee, the Town of Sturbridge, the Grafton Public Schools, the Town of Grafton, the Grafton School Committee, jointly and severally, and their respective officers, agents, employees, volunteers, teachers, administrator, 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 "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 their minor son, [redacted] have or ever had against the Released Parties from the beginning of the world to the date of this Agreement, arising out of, or relating to [redacted] education 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 Settlement Agreement. The Parents expressly waive any claim to reimbursement for any attorneys' fees and any claims for compensatory services for any events prior to the date of this signed Agreement.
11. 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.



12. 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.
13. 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.
14. The Parents will maintain the confidentiality of this agreement and the specific and general terms thereof and agree to keep confidential the terms of this Agreement. The Parents will not disseminate information about the terms of this settlement agreement via the internet, world wide web, SEPAC sites, blogs or social media sites.
15. Jessica Bolduc as the Director of Student Services of the Tantasqua Regional and Union 61 School Districts warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf.
16. _____ as the Director of Student Services of the Grafton Public Schools warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf.
17. PARENTS hereby warrants that they have legal custody of _____, with full power and authority to sign this Agreement on their own behalf and on behalf of _____
18. This Agreement shall be effective as a sealed instrument, and shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

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

PARENTS



Jessica R. Bolduc
Jessica Bolduc

3

AND TANTASQUA REGIONAL AND UNION 61 SCHOOL
DISTRICTS

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") made this 22 day of July, 2025, is entered into by and between [redacted] (hereinafter "Parents"), individually and on behalf of their child, [redacted] (hereinafter "the Student") and the Tantasqua Regional and Union 61 School Districts (hereinafter "Tantasqua" or "District"). In consideration of the settlement of this matter in lieu of a hearing, and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Term: This Agreement covers three (3) years, which will run from the date of Child's placement at the White Oak School in Westfield, Massachusetts, (hereinafter "White Oak" or "Private School") for the 2025-2026, 2026-2027, and 2027-2028 school years. The Parents agree that the Student shall have no "stay put" rights to continued services or support for her placement at White Oak after the end of the regular 2027-2028 school year.
2. Tuition and Placement: The District shall contribute one hundred percent (100%) of the day tuition cost for the Student to attend White Oak, at the public day rate, for the 2025-2026, 2026-2027, and 2027-2028 school years. The term "public day rate" is intended to mean the day tuition rate set by the Operational Services Division (or its then current counterpart) for White Oak for each school year. The District shall make all tuition payments directly to White Oak in a timely fashion and pursuant to terms agreed upon by the District and White Oak.
3. Transportation. District shall provide the Student's transportation to and from White Oak during the regular school year and regular school hours for the lifetime

1

23

37
ME

of this Agreement, including the 2025-2026, 2026-2027, and 2027-2028 school years. Parents agree to provide all other transportation to White Oak and not seek reimbursement for transportation costs during the lifetime of this Agreement.

4. Extended Year Programming: Parents waive all rights to the District paying private school tuition and providing transportation for any extended school year (ESY) programming during the term of the Agreement, specifically, summer 2025, summer 2026, and summer 2027.
5. Additional Services: Except as outlined in Paragraphs 2 and 3, the District is not responsible for any other costs during the term of this Settlement Agreement, including, but not limited to, any tutoring services, a la carte items, ancillary services, such as supplies, additional tuition costs, materials, fees, computers, and equipment. Any and all additional costs shall be the sole responsibility of the Parents.
6. Procedural Rights:
 - a. Upon execution of this Agreement and by October 15th of each school year thereafter, the District, shall, in collaboration with White Oak, administratively develop the IEP and provide Parents with an IEP and placement page specifying the Student's placement at White Oak. Execution of this Agreement constitutes the Parents' acceptance of the IEP and Placement at White Oak. Parents shall return the accepted and signed IEP and placement page to the district within ten (10) business days of receipt. This Agreement shall be incorporated by reference into the Student's IEP for the term of this Agreement.

7. Development of 2028-2029 IEP: To ensure the orderly development of an IEP for the 2028-2029 school year, the Parents hereby consent to the District's completion of updated evaluations in the winter of 2028. A description of the updated evaluations and date(s) for said testing will be provided to the Parents prior to the completion of said evaluations. The parties agree that the Student's Team will reconvene on or before March 1, 2028, to review any updated evaluations and discuss the Student's educational needs at the time and provide a proposed IEP and placement to the Parent. Copies of all district evaluations will be provided to parents at least two school days before the scheduled IEP meeting. Should any dispute exist regarding the Student's IEP and placement for the 2028-2029 school year, the parties agree that the placement pending appeal ("stay put") shall be the program and placement proposed by Tantasqua Regional and Union 61 School Districts. This limitation shall not, however, preclude Parents from placing Student unilaterally or from seeking reimbursement from the District for any such unilateral placement.
8. Records: The Parents agree that while the Student is attending White Oak, the District has the right to receive copies of student records, including, but not limited to assessments and attendance. The Parents' signature to this Agreement is consent for these records and the Parents agree that they will assist the District in obtaining these records, to the extent necessary.
9. Contingency for Termination from School/Catastrophic Change. In the event of extraordinary circumstances which substantially and materially change the Student's disabling condition and educational needs, Student shall not have any

“stay put” rights to continued services or support for her placement at White Oak. For purposes of this Agreement, a material and substantial change in the nature of the Student’s disabilities is defined as the occurrence of an event which causes serious physical and/or neurological injury resulting in a material and substantial change in the Student’s disabilities and functioning. Further clarifying, an exacerbation of the Student’s existing emotional and/or neurologically based disabilities, or those disabilities identified in any report or discharge summary prior to the date of execution of this Agreement shall not constitute a substantial and material change in the nature of the Student’s disabilities or functioning, even if such exacerbation results in hospitalization or residential treatment.

a. Should the Student be dismissed from White Oak prior to the end of the Agreement or the extraordinary circumstances outlined above occur, Parents will notify the District in writing. The District agree to reconvene a Team meeting within ten (10) days of such notice to discuss appropriate educational programming and to develop an IEP for the Student. In the unlikely event of such circumstances, and if there is a dispute as to the Student’s program/placement, the Student’s placement pending appeal shall be the program proposed by the District. This limitation shall not, however, preclude Parents from placing Student unilaterally or from seeking reimbursement from the District for any such unilateral placement.

10. Settlement Only: This Agreement shall not constitute an admission by either party as to any issues or claims in dispute between the parties. The parties agree to the terms of this Agreement for settlement purposes only.

H

JB

JF
MF

11. General Release: Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, the Parents, on their own behalf and on behalf of their minor child, Student, and their heirs, representatives, and successors hereby release and forever discharge the District, the School Committee, the Superintendent, 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 "Released Parties") from and against any and all debts, demands, actions, causes of action, suits, and any and all other claims of any kind, nature and description whatsoever, both KNOWN and UNKNOWN, both in LAW and EQUITY, which the Parents have or ever had against the Released Parties jointly or severally from the date the Student was enrolled in the Tantasqua Reginal School District to the date of this Agreement, arising out of, or relating to Student's enrollment and/or participation as a student in the District, including but not limited to the provision of education, special education and related services to Student, up to the date of this signed Agreement. The foregoing release shall become effective upon execution of this Settlement Agreement. Except as provided in this Agreement, the Parent expressly waives any claim to reimbursement for any attorneys' fees and any claims for compensatory services for any events prior to the date of this signed Agreement.
12. Residency Contingency: Tantasqua's obligations under this Agreement are contingent upon Tantasqua remaining the local education agency (LEA)

programmatically and financially responsible for the Student's education, subject to the provisions of M.G.L., c. 76, § 5; M.G.L., c. 71B inclusive; and 603 CMR 28.10 et. seq.

13. Attendance Contingency: The District agrees to pay tuition to White Oak for the Student during the term of this Agreement, so long as the Student is and continues to be accepted at the White Oak school, participates in the program, (except for absences because of illness or otherwise in accordance with White Oak's policy of excused absences), and otherwise remains a student in good standing. The District shall not have any obligation to fund any portion of the Student's placement for any period which she is not in actual attendance or participating in the program, except for absences because of illness or otherwise in accordance with the White Oak policy of excused absences.
14. Placement Selection: The Parents stipulate that White Oak is wholly of their own selection; that the District represented nothing to them in relation to the merits of said placement; and that they relied solely on their own evaluation of the placement to determine its appropriateness.
15. Waiver: The parties to this Settlement Agreement understand and acknowledge that they are waiving specific rights which accrue to them pursuant to M.G.L. ch. 30A and ch. 71B, 20 U.S.C. §§ 1400 et seq., Section 504 of the Rehabilitation Act of 1973, § 1983, and the Americans with Disabilities Act.
16. Confidentiality: The parties hereby agree that the terms of this Agreement shall remain confidential and shall not be disclosed to any third party, except as required by law or to enforce this Agreement. If asked about this matter, the

6

SR

JF
MP

parties shall indicate that the matter has been resolved to the satisfaction of both parties. Without breaching this Agreement, the parties may disclose this Settlement Agreement to the Private School, the Department of Elementary and Secondary Education, and their attorneys, educational consultants, advocates, and accountants for legal and financial assistance.

17. Access to Counsel: The Parties to this Agreement acknowledge that they have had the opportunity to be represented by counsel in the negotiation of this Agreement and have signed this Agreement voluntarily with full understanding of its terms. It is further agreed that each of the parties assumes the costs of its legal representation and all other costs associated with this action, without limitation, any fees associated with private evaluators and/or expert witnesses.
18. Authority and Execution: The Parents aver that they are the legal guardians of the Student and that they are authorized to make all decisions relating to the Student. The District warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf. Execution and delivery of this Agreement by .pdf or other electronic format shall constitute valid execution and delivery. In addition, copies of this Agreement in .pdf or other electronic form shall have the same force and effect as an original signature for all purposes.
19. Modification: This Agreement may not be amended or modified except by a writing signed by all of the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

20. 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.
21. Entire Agreement: This Agreement is the entire agreement between the Parents and Tantasqua and is intended to take effect as a sealed instrument upon execution by all parties.

IN WITNESS WHEREOF the parties have set their hands and seals as indicated below.

7/22/25

Date

[Signature]

7/22/25

Date

[Signature]

7/23/2025

Date

Jessica R. Bolduc
Jessica R. Bolduc, Director of Special Education
Tantasqua Regional and Union 61 School Districts



The Commonwealth of Massachusetts

Division of Administrative Law Appeals

Bureau of Special Education Appeals

14 Summer Street, Malden, MA 02148

Telephone: (781) 397-4750

Agreement Reached through Mediation

Student: _____ ("the Student")
School District: Tantasqua Regional School District ("the District")
BSEA #: 2606470
Date: January 30, 2026

The following is the Agreement reached at Mediation between the Parents, _____ and the Tantasqua Regional Public School District ("Tantasqua" or "the District"), collectively referred to as "the Parties." For the purposes of settlement, the Parties agree to the following:

1. At the Parents' request, the District agrees to directly fund an Independent Educational Evaluation (IEE) in the area of Neuropsychological Evaluation, including Academic Achievement, not to exceed a total of \$5,000. The Parents understand that they are responsible for identifying the evaluator, setting up the evaluation, and communicating with the District regarding the status of the evaluation. Should the evaluation exceed \$5,000, the Parents are responsible for the remaining balance. The funding of this evaluation fulfills the District's obligation to fund an IEE in the area of Neuropsychological Evaluation for the Student from the date of the signing of this Mediated Agreement through December 2026.
 - a. Following receipt of the Neuropsychological Evaluation report from the independent evaluator, the District agrees to schedule an IEP Team meeting to review the report and will do so at a date and time when the independent evaluator is able to attend and present their report to the Team.
2. The Parties agree that the District will conduct evaluations of the Student in the following areas:
 - a. Speech and language, including social pragmatics;
 - b. Adaptive daily living;
 - c. Occupational therapy;
 - d. Functional behavior assessment;
 - e. Assistive technology; and
 - f. Social emotional.
 - g. Signing this Mediated Agreement serves as Parental consent for the District to conduct the above evaluations. The timeline for these evaluations will begin

February 9, 2026. The Parents agree to sign additional consent for the above evaluations if requested by the District.

- h. The Parents agree to make the Student available for evaluations upon request of the District; should the Student not be available for evaluations upon request of the District, the Parents agree to extend the timeline for the above evaluations to afford the District sufficient time to complete all the evaluations.
3. The District agrees to withdraw their BSEA hearing request (BSEA #2606470) with prejudice with respect to the Neuropsychological Evaluation, described in Paragraph 1 of this Mediated Agreement, and without prejudice with respect to the additional evaluations, described in Paragraph 2 of this Mediated Agreement. The District will send written notice to the BSEA by Friday, February 6, 2026 and will include the Parent in this written notice.
4. There is no agreement on any issues beyond what is directly stated in this Mediated Agreement. Nothing in this Mediated Agreement shall be construed as the Parties waiving any of their rights afforded them under state and federal Special Education and 504 Accommodation regulations except for any waivers specifically outlined in this Mediated Agreement.
5. The Parties agree to electronically sign this Mediated Agreement on or by 11:59pm on Friday, January 30, 2026. The Parties further agree that electronic signatures have the full force and effect of handwritten signatures.
6. The Terms of the Agreement shall remain in effect only as long as the Student and at least one Parent remains residents of Brookfield, Massachusetts.
7. The Parties to this Mediated Agreement agree that it shall remain confidential between them and they shall not disclose any terms of this Agreement to anyone, except as required by law or in response to a lawfully issued subpoena. The Parents and their representatives shall not disseminate any information about the terms of this Agreement via the internet, spedpac sites, blogs, social media sites including, but not limited to, Facebook, or to the SEPAC in any form or forum. If asked about this matter, the Parties shall state that the matter has been resolved to the satisfaction of both Parties. Without breaching this section, the Parties may disclose this Agreement to their attorneys, relevant District staff members, educational consultants, advocates, accountants, medical practitioners, and immediate family members. The Parties also may, as they deem necessary or desirable, seek to introduce copies of this Mediated Agreement as an exhibit in administrative or judicial proceedings in furtherance of enforcing this Agreement.

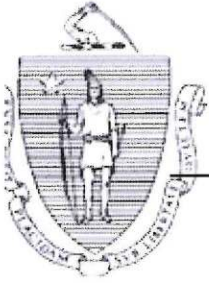
In the event that the Mediator who prepared this Mediated Agreement is also a licensed attorney, please be advised that the attorney-mediator does not represent either party and is not acting as legal counsel in this matter. The Mediator serves as a neutral third party whose sole role is to facilitate communication between the parties, assist them in reaching a mutually acceptable resolution, and accurately document the terms agreed upon during the mediation.

2

By entering your name in the space provided below, you are providing your electronic signature and certifying that you agree to this Mediated Agreement and all the terms contained within it, and that you understand that this is a legally binding agreement between the Parties.

Date _____

Mara Shulman, Mediator
Bureau of Special Education Appeals
Address: 14 Summer Street, Malden, MA 02148
Mobile: (781) 572-2644
Office: (781) 397-4796
mara.shulman@mass.gov



The Commonwealth of Massachusetts

Division of Administrative Law Appeals

Bureau of Special Education Appeals

5

14 Summer St., Malden, Massachusetts 02148

Telephone: (781) 397-4750

Agreement Reached through Mediation

Student: ("the Student")
School District: Tantasqua Regional School District ("the District")
BSEA #: 2608261
Date: March 19, 2026

The following is the Agreement reached at Mediation between the Parents, ("the Parents") and the Tantasqua Regional School District ("Tantasqua" or "the District"), collectively referred to as "the Parties." For the purposes of settlement, the Parties agree to the following:

1. Within five (5) school days, the District will send Parents an updated IEP dated October 26, 2025 through October 25, 2026 to include the following:
 - a. Under the Disability Category, the District will add "Specific Learning Disability in Reading."
 - b. On the A portion of the Service Delivery Grid, the District will add biweekly consultation between BCBA and staff members for up to thirty minutes (30) per session. The focus of this consultation will be to track and improve upon Student's time on learning.
 - c. On the C portion of the Service Delivery Grid, the District will
 - i. Change the amount of time of Social Skills support from 120 minutes per month (120 min/ month) to once a week for thirty minutes (1 x 30/week)
 - ii. Add one to one reading support delivered by Special Education Teacher/Reading Specialist five times a week for thirty minutes (5 x 30/week)
 - d. Under Additional Information, the District will add "Parents and District staff will meet for an informal progress meeting once a month for up to thirty minutes. The District will send Parents a proposed agenda with opportunity for parental additions. Relevant staff members will participate. The progress meetings are not formal IEP meetings."
2. By signing this mediated agreement, Parents accept all of the changes made on the updated IEP and continue to reject the proposed placement. Parents will sign and return the IEP to the District within ten (10) school days.
3. In addition to Student participating in extended school year services provided within Tantasqua, the District will reimburse Parents up to forty hours of private reading tutoring with a tutor of their choosing at a cost not to exceed \$5,000.00 under the following conditions:

1

- a. Parents are responsible for hiring the reading tutor and will not hold the District responsible for any claims that may arise from the said tutor.
 - b. The tutoring hours must be completed by October 1, 2026.
 - c. Parents will request that the reading tutor supply the District with progress notes upon completion of the hours.
 - d. There are no "stay put" rights associated with the tutoring.
4. For the purposes of processing the reimbursements by the District under this agreement, Parents will provide the District's Director of Special Education with the following:
 - i. Receipt of payment to the reading tutor AND
 - ii. Invoice showing date of services rendered AND
 - iii. A completed W-9 Form AND
 - iv. A copy of both sides of a cancelled check showing payment OR
 - v. A copy of a credit card statement showing payment
 - vi. Final reimbursement request must be made before October 15, 2026
 - vii. Parents understand that reimbursement may take up to sixty (60) days from submission of all required documentation.
5. There is no agreement on any issues beyond what is directly stated in this Mediated Agreement. Nothing in this Mediated Agreement shall be construed as the Parties waiving any of their rights afforded them under state and federal Special Education and 504 Accommodation regulations.
6. The Parties agree to electronically sign this Mediated Agreement on or by 3:00 p.m. on March 20, 2026. The Parties further agree that electronic signatures have the full force and effect of handwritten signatures.

In the event that the Mediator who prepared this Mediated Agreement is also a licensed attorney, please be advised that the attorney-mediator does not represent either party and is not acting as legal counsel in this matter. The Mediator serves as a neutral third party whose sole role is to facilitate communication between the parties, assist them in reaching a mutually acceptable resolution, and accurately document the terms agreed upon during the mediation.

This Agreement has been reached through discussion of the Student's educational needs. The concerns of both school personnel and the Parents have been voiced and the Parties, whose signatures appear below, have made this Agreement in good faith. This Agreement is legally binding and enforceable in Federal District and/or State Courts. The Parties whose signatures appear below understand that all discussions that occur during mediation are confidential and may not be used as evidence in a due process hearing or civil proceeding. 603 CMR 28.08(4) and 34 CFR 300.506.

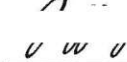
By entering your name in the space provided below, you are providing your electronic signature and certifying that you agree to this Mediated Agreement and all the terms contained within it, and that you understand that this is a legally binding agreement between the Parties.



03 / 19 / 2026

Date

Parent



03 / 19 / 2026

Date

Parent

Jessica R. Bolduc

03 / 19 / 2026

Date

Dr. Jessica Bolduc

Director of Special Education

Tantasqua Regional School District

Beth Leopold Ross, Mediator

Bureau of Special Education Appeals

Address: 14 Summer Street, Malden, MA 02148

Mobile: (617) 997-2343

Email: beth.ross@mass.gov

6

AND
TANTASQUA REGIONAL SCHOOL DISTRICT

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made as of the 6th day of October 2025, by and between _____ individually, and on behalf of their daughter, _____ a minor, and the Tantasqua Regional School District ("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 to _____.

WHEREAS the Parties agree that _____ is a student 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, residing within the Tantasqua Regional School District, Massachusetts; and

WHEREAS, the Parties desire to resolve the dispute regarding provision of special education services for _____,

NOW THEREFORE, in consideration of the settlement of this dispute 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. Term: The Term of this Agreement shall encompass October 6, 2025 to June 30, 2026.
2. Revised IEP: The District agrees to administratively revise the IEP originally dated January 2025 to January 2026 and proposed in June 2025 with a Notice Date of June 18,

2025, reflecting the following changes listed below (to create a new IEP hereinafter referred to as "Revised IEP"). The Revised IEP will be dated 10/6/2025 to 6/30/2026.

- a. Revision of Service Delivery to reflect that the Grid B service for Social Studies/History shall be provided by only a licensed Special Education Teacher (and not an Instructional Aide). The Special Education Teacher shall be trained in the Wilson Reading Program, which will be noted in the Additional Information section of the IEP. This Grid B service will provide services to [REDACTED] during [REDACTED] social studies/history class at a frequency of 7x45 minutes per 7-day cycle and continue to work on goals in reading and writing. This shall be reflected in the "B-Grid" of the Revised IEP.
- b. Revision of Service Delivery to reflect the addition of a Grid C service for specially designed instruction by a Special Education Teacher in Writing at 7x30 minutes per 7-day cycle. The specialized instruction shall use the EmPOWER writing program, which will be noted in the Additional Information section of the IEP. To maintain the total number of 135 minutes per day for all Grid C services, the amount of time for English Language Arts will be reduced to 7x30 minutes per 7-day cycle and the amount of time for Reinforcement will be reduced to 7x30 minutes per 7-day cycle.
- c. The Parents retain stay put rights to the changes described in Paragraph 2.

3. Funding for Extended Year Services:

- a. The District agrees to fund Extended Year Services (ESY) for [REDACTED] during the summer of 2026 at the Eagle Hill School ("Eagle Hill") as a day student in the

amount of 100% of the tuition rate of the complete Eagle Hill Summer Program as established by Eagle Hill for day students.

- b. The District agrees to fund Extended Year Services (ESY) for _____ during the summer of 2027 at Eagle Hill as a day student in the amount of 100% of the tuition rate of the complete Eagle Hill Summer Program as established by Eagle Hill for day students.
- c. The District shall pay Eagle Hill directly unless Eagle Hill will not take direct payment from the District, in which case the District will reimburse the Parents. No later than May 30, 2026 (for summer 2026) and May 28, 2027 (for summer 2027), the District shall contact Eagle Hill to determine whether Eagle Hill will accept a direct payment from the District and when payment is required. If Eagle Hill does not accept direct payment, the District will reimburse Parents within 30 calendar days of submission of proof of payment by Parents for Student to attend the Eagle Hill Summer Program. The person for Parents to contact within the District regarding Eagle Hill funding is the District's Director of Special Education Jessica Bolduc.
- d. Transportation: The Parents agree to be responsible for and to fund transportation to Eagle Hill for the ESY services in Paragraph 3(a-b).
- e. The Student shall not have any stay put rights to the services described in Paragraph 3(a-b).
- f. The District shall retain the last proposed ESY program on the Revised IEP. However, the Student shall not have the right to participate in the proposed ESY

program as set forth on the Revised IEP during the summers of 2026 and 2027 if she attends the Eagle Hill Summer Program in the respective summer.

4. Acceptance of the IEP: Upon receipt of the Revised IEP, the Parents agree to fully accept the Revised IEP within five (5) school days of receipt, to effectuate the commencement of the services as described in Paragraph 2.
5. Triennial Evaluation: The District shall conduct a Triennial Evaluation of [REDACTED] to determine special education eligibility and special education programming, to commence on or about October 15, 2026. The District shall evaluate [REDACTED] in all areas of suspected disability. By signing this Agreement, the Parents hereby consent to the Triennial Evaluation. The District shall provide an Evaluation Consent Form to Parents for the Triennial Evaluation no later than October 1, 2026. The District shall hold a Team meeting to review the Triennial Evaluation no later than January 4, 2027.
6. Outside Evaluation and Notice: In the event the Parents secure an outside evaluation of [REDACTED], at any time prior to October 15, 2026, the Parents agree to provide the District with twenty calendar days (20) notice prior to the commencement of said outside evaluation, including the instruments used in the outside evaluation. Such notice shall be made in writing to the Director of Special Education.
7. Additional Services: Except as outlined in the Revised IEP and Paragraph 3 (a-c), the District is not responsible for any other services during the Term of this Agreement (i.e. October 6, 2025 through June 30, 2026), including, but not limited to, a la carte items, ancillary services, tutoring, or independent evaluations. Any and all additional costs for educational services during the Term of this Agreement beyond the Revised IEP shall be the sole responsibility of the Parents.

8. The District shall provide the following documentation regarding [REDACTED] within 5 school days of the date of execution of this Agreement: her current certification in the Wilson Reading System, and the current status of her training and practicum in connection with her seeking Level 2 certification for teaching the Wilson Reading System.
9. Residency: The District agrees to provide services during the Term of this Agreement as set forth in Paragraph 3, so long as [REDACTED] continues to reside within the jurisdiction of the school district.
10. FAPE: The Parties agree that the Revised IEP as described herein fulfills the District's substantive and procedural obligations to provide a free and appropriate public education to [REDACTED] during the Term of this Agreement. The Parties further agree that the Parents retain their rights to ensure implementation of the accepted Revised IEP, including seeking compensatory services for any missed services from the Revised IEP. Parents are free to accept or reject IEPs after the Term of this Agreement and do not waive any potential future claims that accrue after the Term of this Agreement.
11. Team Reconvene: In January 2026, the Team will meet to discuss Student's progress. Furthermore, on or before May 1, 2026, the District shall convene a Special Education Team Meeting to develop an IEP for the school year 2026 – 2027. Except as outlined herein in the previous sentences, the Parents agree that the District shall not be obligated to convene IEP Team meetings for Student during the Term of this Agreement, though the Parties may mutually agree to convene another Team meeting.
12. Withdrawal of BSEA Matter: The Parents will withdraw the pending matter before the BSEA (#26-00997).

13. General Waiver: Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, this Agreement shall constitute full settlement and release of all claims that the Parties have or might have or assert against each other relating to Student's regular education, special education, and related services up to the date this Agreement is fully executed. For example, Parents, on their own behalf and on behalf of their minor daughter, _____, and their heirs, representatives, successors, and assigns hereby release and forever discharge the Tantasqua Regional School District, the Tantasqua Regional School Committee, the Town of Fiskdale 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 "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 their minor daughter _____ have or ever had against the Released Parties from the beginning of the world to the date of this Agreement, arising out of, or relating to _____ status as a student eligible for special education residing within the Town of Fiskdale including but not limited to the provision of education, special education and related services to _____ up to the date of this signed Agreement. The foregoing release shall become effective upon execution of this Settlement Agreement. The Parents

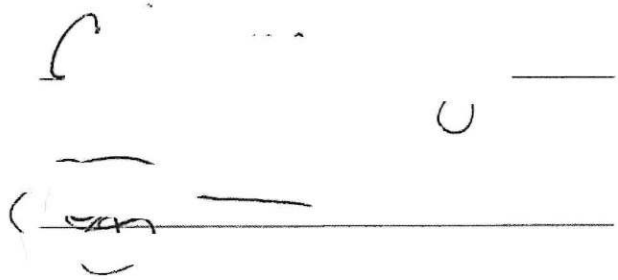
expressly waive any claim to reimbursement for any attorneys' fees and any claims for compensatory services for any events prior to the date of this signed Agreement.

14. By signing this Agreement, each party acknowledges that the party has been afforded ample opportunity to review this Agreement with advisors or attorneys 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.
15. 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.
16. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the Parties agree to renegotiate in good faith a substitute provision or allow the remaining portions of this Agreement to remain in full force and effect without the stricken provision unless the overall purpose of the contract would be frustrated.
17. This Agreement sets forth the entire and complete agreement between the Parties. No party is relying on any written or oral statement or representation not set forth herein.

18. This Agreement may be executed in counterparts. The Parties may use electronic, facsimile, and/or digital means to execute this Agreement. Electronic or digital copies, facsimiles, and photocopies of the fully signed Agreement shall have the same effect and be enforceable as an original.
19. The Parties will maintain the confidentiality of this Settlement Agreement and the specific and general terms thereof. The Parents will not disseminate information about the terms of this settlement agreement via the internet, world wide web, SEPAC sites, blogs, or social media sites. Parents may disclose the terms of the Agreement to immediate family members, and financial, educational, and legal consultants. The terms of Paragraph 3 of the Agreement may be disclosed to Eagle Hill if necessary to implement and enforce those terms.
20. Jessica Bolduc as the Director of Special Education of the Tantasqua Regional School District warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf.
21. _____ hereby warrant that they have legal custody of _____ with full power and authority to sign this Agreement on their own behalf and on behalf of _____
22. This Agreement shall be effective as a sealed instrument, and shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of
October 6, 2025.

A handwritten signature in black ink, appearing to read "Dr. Jessica Bolduc", is written over a horizontal line. There are some additional scribbles and a small "U" shape to the right of the signature.

Dr. Jessica Bolduc

Jessica Bolduc,
Director of Special Education,
Tantasqua Regional School District



Telephone: (781) 397-

Student: _____
District: Tantasqua
Date: October 18, 2024
BSEA. #: 2503951

For the sole purpose of resolution, the Parties agree to the following:

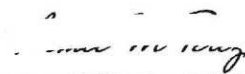
1. The Parents and the District agree to share a short list of potential literacy consultants, where the Parties will choose a mutually agreed upon provider. The purpose of the literacy consultant is to identify any language-based needs for the Student that are not being provided by the District, and make suggestions for programming through a written report.
2. The Parties will share with each other, a short list of potential providers by October 28, 2024, to identify a mutually agreed upon provider.
3. Upon the completion of the written report, the Parties agree to hold a team meeting and discuss the report and next steps. District will reach out to Parents to schedule.
4. If Parties cannot identify a mutually agreed upon provider by November 12, 2024, the Parties agree to return to mediation.
5. Parties agree and understand that if the Mediated Agreement is not signed by or before 11:59PM on Friday, October 18, 2024, the Agreement is null and void.
6. There is no agreement on any issues beyond what is directly stated in this Mediated Agreement. Nothing in this Mediated Agreement shall be construed as the Parent and District waiving any of their rights afforded them under state and federal Special Education and 504 Accommodation regulations except for any waivers specifically outlined in this Mediated Agreement.

DOI: 10.1002/1522-2675(200109)23:09<1055::AID-HLCA1055>3.0.CO;2-1

7. The Parties to this Agreement agree that it shall remain confidential between them and they shall not disclose any terms of this Agreement to anyone, except as required by law or in response to a lawfully issued subpoena. The Parents and their representatives shall not disseminate any information about the terms of this Mediation Agreement via the internet, spedpac sites, blogs, social media sites including Meta (Facebook/Instagram, etc), or to the SEPAC in any form or forum. If asked about this matter, the Parties shall state that the matter has been resolved. The Parties further agree that they may, without breach of Agreement, disclose the terms of this settlement to their attorneys, educational consultants, financial advisors, medical, mental health providers, relevant District staff, and/or immediate family members. The Parties also may, as they deem necessary or desirable, seek to introduce copies of this Mediated Agreement as an exhibit in administrative or judicial proceedings in furtherance of enforcing this Mediated Agreement.

This Agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and the parent have been voiced and the parties, whose electronic signatures appear below, have made the above agreement in good faith (a PDF of this Mediated Agreement is attached). This Agreement is legally binding and enforceable in Federal District and/or State Courts. The parties whose electronic signatures appear below understand that all discussions that occur during mediation are confidential and may not be used as evidence in a due process hearing or civil proceeding. 603 CMR 28.08(4) and 34 CFR 300.506

By filling in your name in the space provided below, you are providing your electronic signature and certifying that you agree to this Mediated Agreement and all the terms contained within and that you understand that this is a legally binding agreement between the Parties.

	10 / 18 / 2024	
_____		Date
	10 / 18 / 2024	
_____		Date
	10 / 18 / 2024	
Jessica Bolduc, Director of Special Education, TRSD		Date

11

**----- and the Tantasqua Regional and Union 61 School Districts
Memorandum of Agreement**

In order to resolve all of the issues which are or may be in dispute to date regarding [redacted] ("Student"), [redacted] ("Parents"), and the Tantasqua Regional and Union 61 School Districts ("District") hereby agree as follows:

1. The District agrees to recognize [redacted] Specific Learning Disability in Written Expression and will include this as one of the disability categories in the Student's current Individualized Education Program (IEP), dated 11/12/2024 to 11/11/2025. The Specific Learning Disability in written expression will be listed on page 9 of the IEP (along with SLD in reading) and page 10, describing [redacted] present levels of academic achievement and functional performance in academics.
2. The District agrees to increase the C-grid writing services to 5 x 30 minutes with a Special Education Teacher (instead of 5 x 15 minutes) for the remainder of the 2024-2025 school year.
3. The District will update the Student's writing goal based on recent district testing showing weaknesses in Essay Composition and spelling.
4. The district will update the 11/12/2024 to 11/11/2025 IEP with the agreed-upon changes referenced above in Paragraphs 1, 2, and 3 and begin implementing services within five (5) school days of executing this agreement, if not sooner.
5. The District will convene an IEP Team Meeting in 8 (eight) weeks to review the Assistive Technology Evaluation and [redacted] t's program observation report. During this meeting, the Team will also discuss [redacted] s transition to Junior High, including his service delivery grid for 7th grade. The Parties will work together to schedule this meeting.
6. The Parties agree that they and their representatives, agents, advocates, and attorneys will maintain the confidentiality of this agreement, except as required by law or to enforce the terms of this Agreement.
7. The Parties agree that they are responsible for their own attorney's fees, advocate fees, and all other costs associated with this matter.
8. [redacted] hereby warrant and certify that they are the Parents and legal guardians of the Student, with the authority to sign this binding Agreement on their own behalf and on behalf of minor Student. Jessica Bolduc, in her capacity as Director of Special Education for the Tantasqua Regional and Union 61 School Districts, hereby warrants and certifies that she has full power and authority to sign this binding Agreement on behalf of the Tantasqua Regional and Union 61 School Districts.

9. The parties to this Agreement acknowledge that they have the authority to enter into this Agreement, have had the opportunity to consult with counsel in the negotiation of this Agreement, and have signed it voluntarily with full understanding of its terms.



Parent

3/19/2025

Date



Parent

3-19-25

Date

Jessica R. Bolduc

Jessica Bolduc, Director of Special Education
for the Tantasqua Regional and Union 61 School Districts

3/26/2025

Date

Final

8

TANTASQUA REGIONAL/UNION 61 PUBLIC SCHOOL

SETTLEMENT AGREEMENT

This agreement is entered into by and between I
(hereinafter "Parents") individually and on behalf of their daughter,
(hereinafter "Student"), and the Tantasqua Regional/Union 61 Public Schools (hereinafter
"District"), referred to collectively as the "Parties."

WHEREAS, Student is a student who is eligible for special education services
who resides with her Parents in Sturbridge, MA such that the District is responsible for
providing her with a free appropriate public education;

WHEREAS, the Parents are seeking funding from the District for the Student's
residential placement at the Eagle Hill School in Hardwick, MA ("the School");

AND WHEREAS, the Parties wish to resolve all disputes, past and current, short of
filing a due process hearing at the Bureau of Special Education Appeals (BSEA);

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

1. Settlement. This Agreement is entered into in full settlement of any and all claims
which Student and/or Parents have or might have or assert against the District, its officers
both elected and appointed, its agents, employees, and/or attorneys pertaining to and/or
arising but of any and all obligations which the District had or now has to provide a free
appropriate public education in the least restrictive environment to the Student, including
but not limited to the provision of regular and special education and/or related services,
including compensatory services, for any and all periods since she initially enrolled in the
District up to the date of execution of this Agreement.
2. Placement. The District agrees to fund Student's attendance at the School's
summer program in the amount of \$5,000. The District will upon receipt of invoice and
evidence of partial or full payment reimburse the Parents within 45 calendar days for the
\$5,000. The District shall have no obligation to pay for subsequent years of summer
programming. For each of the 2023-2024, 2024-2025, 2025-2026, 2026-2027 and 2027-
2028 school years, the District agrees to fund one hundred percent (100%) of Student's

day placement at the School at the then current tuition rate. The District will upon receipt of tuition costs, invoice, and evidence of partial or full payment of tuition, shall reimburse the Parents within 30 calendar days. The Parents understand and agree they are responsible for any and all additional fees or costs associated with the Student's day placement during the academic year, including but not limited to, providing Student with transportation to and from the School. Funding of the day tuition at the School at the then current tuition rate, fully satisfies the District's obligation to provide the Student with a free, appropriate public education (FAPE) during the term of this Agreement. The Parents waive any requirements for the District to convene an IEP team meeting, to issue IEPs, to evaluate Student, and to provide the opportunity to engage in MCAS testing during these school years.

3. Graduation; Termination of Eligibility; and Possible Future Placements/Evaluations.

(a) Termination of Enrollment. At any time prior to June 30, 2028, if Student's enrollment at the School is terminated for any reason other than a catastrophic change in circumstances as set forth in subparagraph 3(b) of this Agreement, and District remains fiscally responsible for Student's education under applicable statutes and/or regulations, upon receipt of written notice from Parents, District shall be responsible for providing Student and Parents with all rights afforded to students with special education needs who reside in the district's geographic area. District shall convene an IEP team meeting to develop an IEP upon receipt of written notice from Parents. In the event that District deems a re-evaluation necessary in order to propose such IEP, Parents consent to District conducting such re-evaluation. Any such re-evaluation shall be preceded by proper notice to Parents, specifying the types of assessments District proposes to conduct. If, following the Team meeting, there is a dispute regarding Student's educational programming, then placement pending appeals/"stay put" placement shall be an approved out of district day program that is comparable to the School. This limitation shall not, however, preclude Parents from placing Student unilaterally elsewhere, or from seeking reimbursement from District for any such placement.

(b) Catastrophic Change in Circumstances. At any time prior to June 30, 2028, if there is a catastrophic change in Student's circumstances and District remains fiscally responsible for Student's education under applicable statutes and/or regulations, upon receipt of written notice from Parents, the Parties agree to reconvene an IEP team meeting to discuss appropriate educational programming and to develop an IEP for Student. If District deems a reevaluation necessary in order to develop such IEP, Parents

consent to the re-evaluation upon signing this Agreement provided that District provide Parents with proper notice of proposed evaluations. 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 IEP team meeting, there is a dispute regarding Student's educational programming, then the placement pending appeals / "stay-put" shall be an approved out of district day program. This limitation shall not, however, preclude Parents from placing Student unilaterally elsewhere, or from seeking reimbursement from District for any such placement.

4. End of Student's Entitlement to Services from District. The Student is expected to graduate from the Eagle Hill School in June 2028. The Parties agree that, except on the occurrence of an event described in Paragraph 3(b) of this Agreement, District's financial and programmatic responsibility under state and federal laws and regulations for the Student's education shall terminate as of June 30, 2028, despite Student's transition needs and/or whether or not Student has satisfied graduation requirements of the Eagle Hill School or District and regardless of whether the Student has or has not passed the Massachusetts Comprehensive Assessment System ("MCAS") examinations. *The District is no longer obligated to provide a Tortoise Diploma.* *St. Ann, 12/21*

5. 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 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. The Parties acknowledge that they have had the opportunity to be represented by counsel in the negotiation of this Agreement and have signed this Agreement voluntarily with full understanding of its terms.

6. Entirety of Agreement. This Agreement is the entire agreement between the Parties and is intended to take effect upon execution by all parties. The parties agree that this Agreement can be executed electronically instead of in person. The Agreement shall be equally valid and fully enforceable whether executed electronically or in person.

IN WITNESS WHEREOF the PARTIES have set their hands and seals below.

Declassified by
NSA/CSS

6/16/2023

Date _____

Declassified by: _____

6/16/2023

Date _____

Banda Loney, Tantasqua
(INSERT NAME, TITLE/DISTRICT)

6/20/20

Date: _____



The Commonwealth of Massachusetts

Division of Administrative Law Appeals Bureau of Special Education Appeals

14 Summer St., Malden, Massachusetts 02148

Telephone: (781) 397-4750

Agreement Reached through Mediation

Student:

School District: Tantasqua Public Schools

Date: November 16, 2022

BSEA #: 2303998

The following is the Agreement reached at Mediation between ("Parent") and the Tantasqua Public School District ("Tantasqua" or "the District"), collectively referred to as "the Parties."

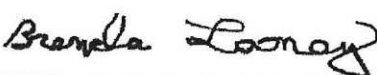
For the sole purpose of resolution, the Parties agree to the following:

1. District will propose C Grid services for Executive Function objective(s) and goal(s) to the Student's IEP dated 3/14/22-3/13/22 at a frequency of 3x30 minutes per month.
2. District will provide A Grid Consultation services for Executive Function to the classroom at fifteen (15) minutes per month.
3. District will provide to Parent a document with definitions to clarify standard based report card. When Student is given a classroom assignment, District will provide clarification as to the type of the assignment used for instructional practice. For example, the District will clarify whether the assignment is an assessment, or for internal progress monitoring.
4. When Student is given a Math assessment, the following will be documented on the assessment: a.) where assessment occurred and b.) who administered the assessment.
5. District will provide copies of Student's Math assessments and reassessments to Parent from the Student's current IEP period.
6. District will propose an Assistive Technology (AT) assessment. The Occupational Therapist will contact Parent to describe process and issue consent to Parent. Upon receipt of consent form, Parent will return the completed form to the District in order for the District to commence the assessment. Upon completion of the AT assessment, the Student's team will convene to review and discuss results.

7. District will add the term, "redirection" to the Student's accommodations in the Student's IEP.
8. There is no agreement on any issues beyond what is directly stated in this Mediation Agreement. The Parents and District are not waiving any of their rights afforded to them under State and Federal Special Education and 504 Accommodation laws and regulations beyond what is previously stated in this Agreement.
9. The Parties to this Agreement agree that it shall remain confidential between them and they shall not disclose any terms of this Agreement to anyone, except as required by law or in response to a lawfully issued subpoena. The Parents and their representatives shall not disseminate any information about the terms of this Mediation Agreement via the internet, spedpac sites, blogs, social media sites including Meta (Facebook/Instagram, etc), or to the SEPAC in any form or forum. If asked about this matter, the Parties shall state that the matter has been resolved to satisfaction of both Parties. The Parties further agree that they may, without breach of Agreement, disclose the terms of this settlement to their attorneys, educational consultants, financial advisors, medical, mental health providers, relevant District staff, and/or immediate family members. The Parties also may, as they deem necessary or desirable, seek to introduce copies of this Mediated Agreement as an exhibit in administrative or judicial proceedings in furtherance of enforcing this Mediated Agreement.

This Agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and the parent(s) have been voiced and the parties, whose electronic signatures appear below, have made the above agreement in good faith (a PDF of this Mediated Agreement is attached). This Agreement is legally binding and enforceable in Federal District and/or State Courts. The parties whose electronic signatures appear below understand that all discussions that occur during mediation are confidential and may not be used as evidence in a due process hearing or civil proceeding. 603 CMR 28.08(4) and 34 CFR 300.506

By filling in your name in the space provided below, you are providing your electronic signature and certifying that you agree to this Mediated Agreement and all the terms contained within and that you understand that this is a legally binding agreement between the Parties.

	11 / 28 / 2022
	Date
	11 / 16 / 2022

Brenda Looney, Director of Special Education, Tantasqua Public Schools

Date

Steve "Archie" Archibald
Mediator
Bureau of Special Education Appeals
14 Summer St., 4th Floor
Malden, MA 02148
781-397-4797 (office)
Steven.archibald@mass.gov

3