

HALDANE CENTRAL SCHOOL DISTRICT

**MATTER OF [REDACTED], ON
BEHALF OF [REDACTED],**

-against-

HALDANE CENTRAL SCHOOL DISTRICT.

**RELEASE AND
SETTLEMENT
AGREEMENT**

This Release and Settlement Agreement ("Agreement") consisting of five (5) pages is entered into by and between [REDACTED], their agents, assigns and representatives (hereinafter "Parents"), on behalf of [REDACTED] (hereinafter "Student"), and the Haldane Central School District, its Board of Education, officers, employees, their successors, assigns and representatives in their official and individual capacities (hereinafter "District"), hereinafter collectively referred to as the "Parties."

WHEREAS, Parents have alleged that the District has not provided Student with a free appropriate public education ("FAPE") by failing to offer an appropriate educational program for the 2017-2018 and 2018-2019 school years; and

WHEREAS, the District believes that it has offered Student an appropriate educational program within the meaning of State and Federal law and regulation in each such school year; and

WHEREAS, the Parents have initiated a due process hearing, with such hearing currently pending before Impartial Hearing Officer [REDACTED]; and

WHEREAS, it is the desire of the Parties to avoid the time and expense associated with litigation regarding the provision to Student by the District of FAPE during the period through and including June 30, 2019;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The District shall reimburse Parents a sum not to exceed Thirty-Four Thousand Twenty-Six Dollars and twenty-five cents (\$34,026.25), representing one-half of the tuition actually paid by the Parents for Student's placement at the [REDACTED] School during the period September 1, 2017 through June 30, 2018, exclusive of any financial aid or insurance proceeds received by the Parents for such placement. Such payment shall be made within thirty (30) calendar days of the effective date of this Agreement or within thirty (30) calendar days after Parents provide the District with proof of payment of tuition for Student's placement at the [REDACTED] School during the period September 1, 2017 through June 30, 2018, exclusive of any financial aid or insurance proceeds received by the Parents for such placement, in the amount of Sixty-Seven Thousand Seven Hundred and Fifteen Dollars (\$67,715), whichever date shall be later. In addition, the District shall reimburse Parents a sum not to exceed Thirty-Four Thousand Twenty-Six Dollars and twenty-five cents (\$34,026.25), representing one-half of the tuition actually paid by the Parents for Student's placement at the [REDACTED] School during the period September 1, 2018 through June 30, 2019, exclusive of any financial aid or insurance proceeds received by the Parents for such placement. Such payment shall be made within thirty (30) calendar days of the effective date of this Agreement or within thirty (30) calendar days after Parents provide the District with proof of payment of tuition for Student's placement at the [REDACTED] School during the period September 1, 2018 through June 30, 2019, exclusive of any financial aid or insurance proceeds received by the Parents for such placement, in the amount of Sixty-Eight Thousand Three Hundred and Ninety Dollars (\$68,390), whichever date shall be later. Payment(s) shall be issued to the Law Office [REDACTED] [REDACTED] [REDACTED].

2. The parties understand and agree that the payment(s) made pursuant to paragraph 1 represent all past, present and future payments due to Parents and Student in connection with the provision by the District of educational services to Student for the period through June 30, 2019.

3. Parents and Student shall fully cooperate with the District's CSE in connection with the development of Student's 2019-2020 IEP by consenting to any evaluations requested by the CSE, including such observation(s) of Student at the [REDACTED] School as may be requested by the CSE,

consenting, upon request, to have copies of any and all of Student's current educational records at the [REDACTED] School provided to the CSE, and participating in any intakes and CSE meetings that may be scheduled for the Student.

4. Upon the provision by counsel for Parents of a copy of this Agreement that has been executed by Parents and counsel for Parents, the District shall submit the Agreement to the Board for its consideration at its next business meeting. In the event that the Board authorizes this Agreement, the date of such Board authorization shall become the "effective date" of this Agreement. In the event that Board authorization is denied, this Agreement shall be null and void.

5. The instant Agreement resolves any and all issues raised or which could have been raised in connection with the provision to Student by the District of an education meeting all applicable State and Federal legal requirements for the period through June 30, 2019.

6. No party to this Agreement shall seek to recover costs or attorney's fees and all parties expressly waive their rights to such costs or attorney's fees with respect to any matter covered by this Agreement.

7. The parties expressly acknowledge that Student's pendency placement shall not be the [REDACTED] School.

8. As of the effective date of this Agreement, Parents and Student, jointly and severally, release and discharge the District from any past, present and future liabilities, duties, obligations or other responsibilities under any State or Federal law, known or unknown, relating to the education of Student for the period through and including June 30, 2019, except those relating to the implementation of this Agreement.

9. Parents and Student agree not to file any suit, or cause any suit, demand, administrative, judicial or other proceeding, claim, complaint or other action of any kind to be filed

by Student or by Parents, or by any other entity on their behalf, against the District for acts or omissions through and including June 30, 2019, except those relating to the implementation of this Agreement.

10. Except as expressly provided by the terms of this Agreement, this Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility or liability on the part of the District.

11. The existence of this Agreement, its contents and any related correspondence shall be held in strict confidence and shall not be disclosed in any suit, administrative, judicial, or other proceeding, or other action of any kind except to enforce the terms hereof or as otherwise required by law.

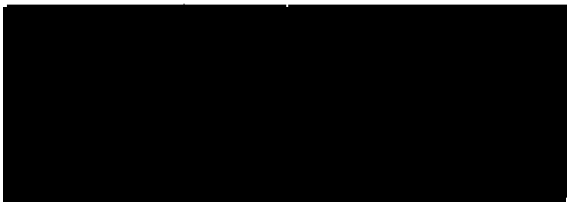
12. All parties represent that they have consulted with legal counsel and that they have the requisite authority to enter into this Agreement.

13. This Agreement constitutes the entire understanding of the Parties hereto with respect to its subject-matter and supersedes any previous agreements entered into with respect to this subject-matter relating to the education or instruction of Student.

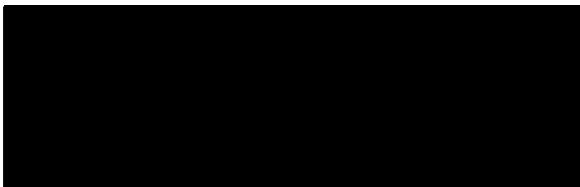
14. As of the effective date of this Agreement, the hearing currently pending before Impartial Hearing Officer [REDACTED] shall be deemed withdrawn with prejudice.

15. Parents hereby consent to the use by the District of Student's identification number in connection with any Board of Education action necessary to approve this Agreement.

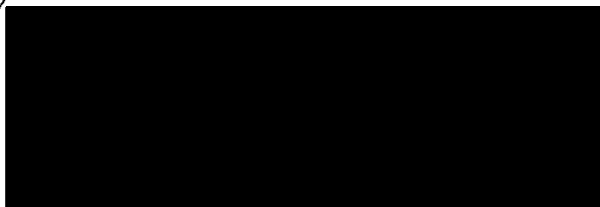
16. Student shall neither accept nor request services from another public school district if such services will be billed back to the District.



12/3/18
Date



12/3/18
Date




12/3/18
Date

Philip Benante
DR. PHILIP BENANTE
Superintendent of Schools
On behalf of the Haldane
Central School District

12/19/18
Date

SHAW, PERELSON, MAY &
LAMBERT, LLP
On behalf of the Haldane
Central School District

BY: 
MICHAEL K. LAMBERT, ESQ.

12-4-18
Date