

**HALDANE CENTRAL SCHOOL DISTRICT**

[REDACTED]

**RELEASE AND  
SETTLEMENT  
AGREEMENT**

**-against-**

**Case Number** [REDACTED]

**HALDANE CENTRAL SCHOOL DISTRICT.**

This Release and Settlement Agreement ("Agreement") consisting of four (4) 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, Parent has 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 [REDACTED] [REDACTED] 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, Parent has requested an impartial due process hearing, with such hearing currently pending before impartial hearing officer [REDACTED]

WHEREAS, it is the desire of the Parties to avoid the time and expense associated with additional litigation regarding the provision to Student by the District of FAPE during the period through and including the effective date of this Agreement;

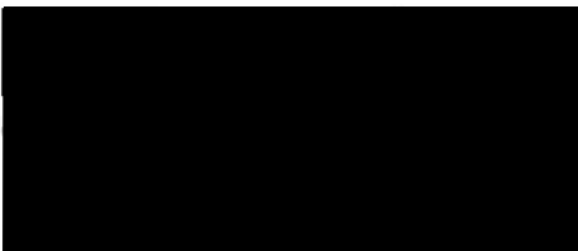
NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. The District shall reimburse Parents the amount of Eleven Thousand Three Hundred and Fifty Dollars (\$11,350.00) for tuition at [REDACTED] during the [REDACTED] school year. Such reimbursement shall be made within Thirty (30) school days of the effective date of this Agreement or within Thirty (30) school days after the Parents provide the District with proof of tuition payment(s) to [REDACTED] in the amount of at least Eleven Thousand Three Hundred and Fifty Dollars (\$11,350.00), exclusive of any financial aid received by the Parents, for the time period [REDACTED]. The reimbursement check shall be payable to and mailed to the home of the Parents.
2. The District shall reimburse Parents the amount of Fifteen Thousand Dollars (\$15,000.00) for tuition at [REDACTED] during the [REDACTED] school year. Such reimbursement shall be made within Thirty (30) school days of the effective date of this Agreement or within

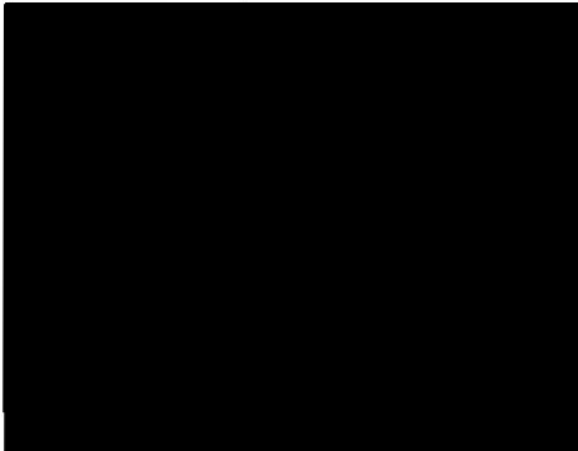
Thirty (30) school days after the Parents provide the District with proof of tuition payment(s) to [REDACTED] in the amount of at least Fifteen Thousand Dollars (\$15,000.00), exclusive of any financial aid received by the Parents, for the period [REDACTED]. The reimbursement check shall be payable to and mailed to the home of the Parents.

3. The District shall reimburse Parents the amount of Fifteen Thousand Dollars (\$15,000.00) for tuition at [REDACTED] during the [REDACTED] school year. Such reimbursement shall be made within Thirty (30) school days of the effective date of this Agreement or within Thirty (30) school days after the Parents provide the District with proof of continued residency in the District and proof of tuition payment(s) to [REDACTED] in the amount of at least Fifteen Thousand Dollars (\$15,000.00), exclusive of any financial aid received by the Parents, for the time period [REDACTED]. The reimbursement check shall be payable to and mailed to the home of the Parents.
4. The District shall reimburse Parents up to Fifteen Thousand Dollars (\$15,000.00) for costs incurred by the parents for counseling, transportation and reasonable attorney's fees. Such reimbursement shall be made within Thirty (30) school days after Parents provide proof of payment for counseling, transportation and reasonable attorney's fees, including copies of contemporaneous billing records demonstrating the delivery of legal services delivered by such attorney and paid for by the Parents in the amount of at least Fifteen Thousand Dollars (\$15,000.00).
5. The parties understand and agree that the payment(s) and services described in paragraphs 1 through 4 represents all past, present and future payments and services due to Parent and Student in connection with the provision by the District of educational services to Student for the period through [REDACTED] and satisfies the District's obligation to offer a free appropriate public education meeting all State and Federal requirements during such time period.
6. 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 regular business meeting not more than 30 school days from the date the executed Agreement is provided to counsel for the District. 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.
7. 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 [REDACTED] except for the implementation of the terms of this Agreement.
8. No party to this Agreement shall seek to recover additional costs or attorney's fees and all Parties expressly waive their rights to such additional costs or attorney's fees with respect to any matter covered by this Agreement, except as it relates to the implementation of this Agreement.

9. The parties expressly acknowledge that Student's pendency placement shall be the placement set forth on the [REDACTED] IEP in effect as of the effective date of this Agreement.
10. 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 [REDACTED] except for the implementation of this Agreement.
11. 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 Parent, or by any other entity on their behalf, against the District for acts or omissions through and including [REDACTED] except as may relate to the implementation of the terms of this Agreement.
12. 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 either party.
13. 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.
14. All parties represent that they have consulted with legal counsel and that they have the requisite authority to enter into this Agreement.
15. 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.
16. 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.
17. The hearing currently pending before impartial hearing officer [REDACTED] shall be deemed withdrawn with prejudice as of the effective date of this Agreement.
18. This Agreement may be executed by the parties in separate parts. Legible facsimile or electronic copies may be treated as originals.



8/15/20  
DATE



8/15/20  
DATE

8/17/20  
DATE

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

9/2/20  
DATE

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

Michael K. Lambert  
BY: MICHAEL K. LAMBERT, ESQ.

8/20/20  
DATE