

[REDACTED]

[REDACTED]; and

WHEREAS, there presently exist matters of pending and contemplated disputes between the parties concerning the special education evaluations, services, programs, and placements provided or not provided to [REDACTED] by the DISTRICT to date; and

WHEREAS, the PARENTS have indicated their intention to file a due process complaint notice against the DISTRICT with the Illinois State Board of Education ("ISBE) to address the aforementioned disputes; and

WHEREAS, it is the express intention and desire of the parties hereto to compromise any and all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, that are related to, or arise out of, the educational evaluations, services, programs, and/or placements provided or not provided to [REDACTED] by the DISTRICT, which have been or could have been raised up to and through the dates specified in this Agreement.

NOW, THEREFORE, in consideration of the promises and consideration each to the other made as hereinafter set forth, it is hereby understood and agreed by the parties as follows:

1. NO ADMISSION.

The PARENTS acknowledge and agree that this Agreement does not constitute and shall not be deemed an admission on the part of the DISTRICT of any facts alleged by the [REDACTED] or of any wrongdoing, liability, error or violation by the DISTRICT of any federal, State or municipal law, statute, regulation or order, or Board policy.

2. DISTRICT'S PARTIAL CONTRIBUTION TOWARDS [REDACTED] [REDACTED] [REDACTED] AND ANY PRIVATE SERVICES PROVIDED TO [REDACTED]

██████████ THROUGH THE ██████████ SCHOOL YEAR AND ██████████ ██████████ ██████████:

- A. As and for full, final, and complete satisfaction of any and all claims by the PARENTS for ██████████ and/or any private services provided to ██████████ and so long as ██████████ remains a resident of the DISTRICT for school purposes through the ██████████ school year and ██████████ ██████████ ██████████, the DISTRICT will make a single payment to the PARENTS in the amount of two times the DISTRICT's *per capita* tuition rate (\$20,145.16)—*i.e.*, payment of Forty Thousand Two Hundred Ninety Dollars and Thirty-Two Cents (\$40,290.32). This payment will be made within thirty (30) days following the Board of Education meeting at which this Agreement is approved. Once this payment is made by the DISTRICT, the PARENTS will not be permitted to ██████████ ██████████ ██████████ ██████████ until the ██████████ ██████████ school year, as provided in this Agreement.
- B. Upon execution of this Agreement by the parties, the PARENTS will ██████████ ██████████ ██████████ and the DISTRICT will have no further responsibility to pay or provide special education related services, transition services, other services, or reevaluations of ██████████ through the ██████████ ██████████, except as provided in this Agreement.
- C. The PARENTS expressly acknowledge that they have assumed sole responsibility for ██████████ education and/or special education and related services of any nature

whatsoever, except as provided in this Agreement. In addition, the PARENTS will be solely responsible for any and all other costs associated with their [REDACTED] [REDACTED] and/or any other private education/special education programs or services, related services, or supplementary aids and services of any nature whatsoever that they may obtain for [REDACTED], including but not limited to transportation, ancillary services, and incidental fees or expenses, through the [REDACTED] [REDACTED].

- D. If [REDACTED] remains a resident of the DISTRICT for school purposes and the PARENTS provide written notification to the DISTRICT no later than [REDACTED] of their intention to [REDACTED] [REDACTED] [REDACTED] [REDACTED] as determined by [REDACTED] IEP team) in the [REDACTED] school year:
- i. the PARENTS will cooperate with a [REDACTED] by the DISTRICT, including executing all required [REDACTED] and making [REDACTED] available for [REDACTED] in Hinsdale, Illinois no later than [REDACTED], unless the DISTRICT elects to [REDACTED] [REDACTED] after [REDACTED] [REDACTED] and begins the new school year, rather than in [REDACTED]; and
 - ii. if the parties have any disagreement with respect to the [REDACTED] [REDACTED] after the DISTRICT's [REDACTED] is completed in [REDACTED] or after the new school year begins as provided above, [REDACTED] "stay-put" placement will be [REDACTED]

[REDACTED] [REDACTED]. The PARENTS hereby acknowledge that they have been advised of the DISTRICT's concern that [REDACTED].

3. DISTRICT'S PARTIAL CONTRIBUTION TOWARDS [REDACTED] [REDACTED] AND ANY PRIVATE SERVICES PROVIDED TO [REDACTED] THROUGH THE [REDACTED] SCHOOL YEAR AND [REDACTED] [REDACTED]

If [REDACTED] remains a resident of the DISTRICT for school purposes, the PARENTS may elect to extend this Agreement for the [REDACTED] school year and [REDACTED] [REDACTED], subject to the following terms and conditions:

- A. As and for full, final, and complete satisfaction of any and all claims by the PARENTS for their [REDACTED] and/or any private services provided to [REDACTED] with respect to the [REDACTED] school year and [REDACTED] [REDACTED] the DISTRICT will make a single payment to the PARENTS in the amount of two times the DISTRICT's current *per capita* tuition rate (\$20,145.16) – *i.e.*, payment of Forty Thousand Two Hundred Ninety Dollars and Thirty-Two Cents (\$40,290.32). This payment will be made by [REDACTED]. Once this payment is made by the DISTRICT, the PARENTS will not be permitted to [REDACTED] [REDACTED] [REDACTED] until the [REDACTED]

- █████ school year (*i.e.*, if █████ does not █████ by that time), as provided in this Agreement.
- B. The PARENTS must provide the DISTRICT with written notice of their intention to make the election described in Paragraph 3(A) on or before █████ or said election shall be construed as waived.
- C. If the PARENTS make this election, █████ will remain █████ and the DISTRICT will have no further responsibility to pay or provide special education related services, transition services, other services, or █████ of █████ through the █████, except as provided in this Agreement.
- D. The PARENTS expressly acknowledge that they assume sole responsibility for █████ education and/or special education and related services of any nature whatsoever during this time period, except as provided in this Agreement. In addition, the PARENTS will be solely responsible for any and all other costs associated with █████ and/or any other private education/special education programs or services, related services, or supplementary aids and services of any nature whatsoever that they may obtain for █████, including but not limited to transportation, ancillary services, and incidental fees or expenses, through the █████.
- E. If █████ remains a resident of the DISTRICT for school purposes and does not █████, and if the PARENTS provide written notification to the DISTRICT no later than █████ of their

intention to [REDACTED], as
[REDACTED], as
determined by [REDACTED] IEP team) in the [REDACTED] school year:

- i. the PARENTS will cooperate with a [REDACTED] [REDACTED] by the DISTRICT, including executing all required [REDACTED] [REDACTED] and making [REDACTED] available for [REDACTED] in Hinsdale, Illinois no later than [REDACTED] unless the DISTRICT elects to [REDACTED] [REDACTED] after the new school year begins ; and
- ii. if the parties have any disagreement with respect to the [REDACTED] [REDACTED] after the DISTRICT's [REDACTED] is completed in [REDACTED] or after the new school year begins, unless another DISTRICT or nonpublic placement is mutually agreed upon by the parties in writing, [REDACTED] "stay-put" placement [REDACTED] [REDACTED] [REDACTED] [REDACTED].

The PARENTS hereby acknowledge that they have been advised of the DISTRICT's concern that [REDACTED] [REDACTED] [REDACTED]

4. [REDACTED].

If [REDACTED], as provided in this Agreement, prior to the time that [REDACTED] [REDACTED] from the current or any other [REDACTED], the DISTRICT

will (a) [REDACTED] [REDACTED] has taken at the [REDACTED] and determine if they will be accepted for credit, in accordance with the DISTRICT's existing procedures for determining/accepting course credits of transfer students; and (b) grant [REDACTED] [REDACTED] [REDACTED] if/when [REDACTED] meets all required State and DISTRICT course and credit requirements for same.

5. TERMINATION OF [REDACTED]:

In the event that [REDACTED] [REDACTED] is terminated by the PARENTS or [REDACTED] [REDACTED] or otherwise, at any time and for any reason, the PARENTS may not seek and will not be permitted to [REDACTED] in the DISTRICT and the PARENTS will be solely responsible for the provision of [REDACTED] education/special education, related services, and supplementary aids and services, except as provided in this Agreement.

6. DISTRICT'S CURRENTLY PENDING [REDACTED]

The DISTRICT's currently pending [REDACTED] will not be reviewed or considered by [REDACTED] and the [REDACTED] that was originally scheduled for this purpose on [REDACTED] will not be rescheduled.

7. WAIVER OF CLAIMS AND GENERAL RELEASE.

In further consideration of the agreements set forth herein, the PARENTS hereby fully and forever release and discharge the DISTRICT and its former and present Board of Education members in their individual and/or official capacities, employees and agents, from any and all claims, demands, causes of action, obligations, debts, costs, damages, judgments, and liabilities, that are related to, or arise out of, the educational evaluations, programs, placements, therapies, services, equipment, or transportation provided or not provided to [REDACTED], arising under the

Illinois Constitution, the United States Constitution, State or federal law or regulation, or Board policy, including but not limited to the *Individuals With Disabilities Act*, 20 U.S.C. Section 1401 et seq.; Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. Section 794; the *Americans With Disabilities Act*, 42 U.S.C. Section 12101 et seq.; the *Illinois School Code*, 105 ILCS 5/1-1 et seq.; 42 U.S.C. Sections 1983 and 1985; the *Illinois School Student Records Act*, 105 ILCS 10/1 et seq.; the *Family Educational Rights and Privacy Act*, 20 U.S.C. Section 1232(g), and their respective implementing regulations, if any, through the dates specified in Paragraph 2 and, as applicable, Paragraph 3, of this Agreement. This waiver shall include, but not be limited to, any and all claims for reimbursement of the PARENTS' attorneys' fees and costs and/or compensatory education and/or any and all evaluations, programs, placements, therapies, services, equipment, transportation, or incidental costs of any nature whatsoever relative to ██████, except as provided in this Agreement and through the timelines specified in Paragraph 2 and, if applicable, Paragraph 3.

8. CONFIDENTIALITY.

The PARENTS, the DISTRICT, and their respective agents, employees, consultants, evaluators and/or attorneys, shall, in accordance with law, maintain strict confidentiality with respect to the existence, negotiation, and terms of this Agreement. The PARENTS, the DISTRICT, and their respective agents, employees, consultants, evaluators and/or attorneys, shall disclose information relative to matters covered by and/or addressed within this Agreement only: (a) to implement the terms of this Agreement; (b) to the extent required by the provisions of the *Illinois Open Meetings Act* and the *Illinois Freedom of Information Act*; (c) as

otherwise required by law; (d) as necessary for accounting and tax purposes; or (e) as required for future litigation between the parties.

9. VOLUNTARY AGREEMENT.

The PARENTS acknowledge and agree that they have read and understand the terms of this Agreement and enter into it voluntarily, without duress, and with the advice of legal counsel.

10. BINDING AGREEMENT, FULL AND COMPLETE UNDERSTANDING, AND APPLICABLE LAW.

This Agreement represents the full and complete understanding of the parties and all prior agreements, whether oral or written, which pertain to any of the subject matters expressed herein, are hereby deemed merged into this Agreement and superseded by the terms and conditions expressed herein. This Agreement may only be modified by the parties in writing and shall be interpreted in accordance with the laws of the State of Illinois.

11. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

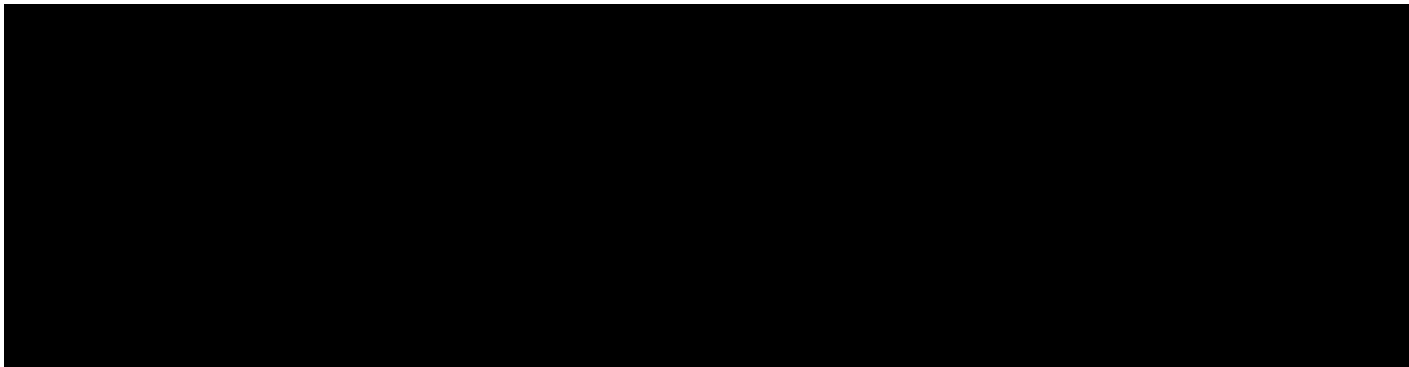
12. APPROVAL OF SETTLEMENT AGREEMENT AND GENERAL RELEASE BY DISTRICT. The DISTRICT's signatory to this Agreement represents that she has actual authority to act on behalf of the Board of Education in consummating this Agreement, and the PARENTS acknowledge that execution of this Agreement by the Superintendent shall not be a basis to void this Agreement.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and Release to be executed on the date(s) written below.

**BOARD OF EDUCATION OF HINSDALE
TOWNSHIP HIGH SCHOOL DISTRICT NO. 86,
DuPage County, Illinois**

**TAMMY PRENTISS, Superintendent, on behalf of
School District 86**

Date: _____



SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between [REDACTED] and [REDACTED] (hereinafter, “Parents”), on their own behalf and on behalf of their [REDACTED] (hereinafter, “Student”), a minor, and the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (hereinafter, “Board” or “District”), collectively referred to as, “the Parties.”

WHEREAS, the Student is a student with a disability as defined under Section 504 of the *Rehabilitation Act of 1973* (“Section 504”); and

WHEREAS, the Parents filed a request for a due process hearing pursuant to Section 504 on [REDACTED] and a complaint with the Office for Civil Rights (“OCR”) in or around [REDACTED]; and

WHEREAS, it is the expressed intention and desire of the Student, the Parents, and the District to settle and resolve all disputes, differences, and claims between the Parties, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, and to anticipate and avoid any and all future disputes, differences, claims and litigation.

NOW THEREFORE, in consideration of the promises and conditions hereinafter set forth, and other good and valuable consideration, receipt of which is acknowledged, it is hereby understood and agreed by and between the Student, the Parents, and the District as follows:

1. **Incorporation of Recitals**. The recitals set forth above are incorporated into this Paragraph as though set forth herein in their entirety.
2. **Section 504 Eligibility**. The District agrees to find the Student eligible under Section 504 based on [REDACTED] outside diagnoses of [REDACTED].
3. **Section 504 Plan Accommodations**. The District agrees to develop a Section 504 Plan for the Student and to disseminate the Section 504 Plan to all of the Student’s teachers within one (1) week of full execution of this Agreement. The Section 504 Plan will list the following accommodations:

[REDACTED]

[REDACTED]

[REDACTED]

4. [REDACTED]. The District agrees to inform the Parent if the high school initiates a [REDACTED] specific to [REDACTED] [REDACTED] and to offer the Student the opportunity to [REDACTED].
5. **Section 504 Review** [REDACTED]. The District agrees to [REDACTED] a Section 504 Plan review [REDACTED] within thirty (30) school days of full execution of this Agreement.
6. **Transcript Modification**. The District agrees to [REDACTED] from the Student's [REDACTED] t.
7. **Removal of** [REDACTED]. The District agrees to remove all documentation related to the [REDACTED] from the [REDACTED].
8. **Withdrawal of Complaints**. The Parents shall withdraw their pending Section 504 due process complaint, their pending complaint with OCR and any other complaints filed by the Parents with the District, any outside agency, or in state or federal court. The Parents shall confirm their withdrawal of these complaints by notifying Hearing Officer [REDACTED] and the OCR field office in writing, with a copy via email to counsel for the District, within forty-eight (48) hours of full execution of this Agreement.
9. **General Release of Claims**. The Parents agree that by executing this Agreement and in consideration of the promises made by the District to them as set forth in this Agreement, they do hereby remise and release the District and the District's past, present, and future Board of Education members, administrators, officers, employees, and agents, and each and every one of them, and their respective predecessors, successors, heirs, and assigns, of and from any and all claims, debts, dues, demands, liens, obligations, fees, attorneys' fees, costs, actions or causes of action of every kind or nature, at law or in equity, which the Parents or the Student may now have or claim to have, whether known or unknown, anticipated or unanticipated, against the District up to and through the date of full execution of this Agreement.
10. **No Assignment of Claims**. The Parents agree that no assignment or transfer of this claim or any part thereof by operation of law or otherwise has been made or will be made at any time in the future.
11. **No Payment for Additional Expenses**. The Parents, on their own behalf and on behalf of their heirs, successors, executors, administrators, attorneys, and assigns, and as Parents and next friends of the Student, specifically waive, covenant, and agree not to file any petition or other action to recover any further or additional amounts for any expenses they have incurred or will incur in connection with this matter or related to the Student's education including, but not limited to, any claims for prior services, evaluations, transportation, or attorneys' fees incurred in connection with the Student up to and through the date of full execution of this Agreement.

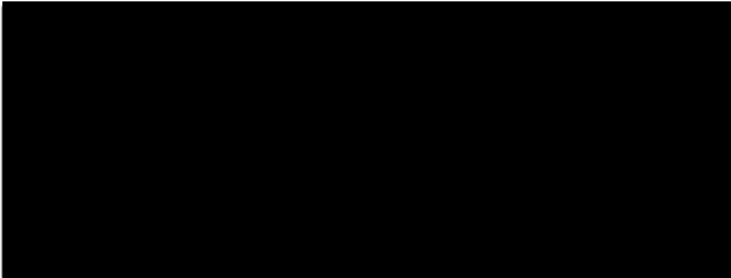
12. **No Admission of Liability.** This Agreement and any actions taken pursuant to this Agreement shall not in any way be construed as an admission by either party, or any of its officers, administrators, representatives, employees, or agents of any wrongful actions which make it liable to the other party.
13. **Contractual Capacity.** The Parents represent that they are fully competent to enter into this Agreement and that they have entered into this Agreement voluntarily and knowingly with an understanding of its ramifications.
14. **Effect of Agreement.** This Agreement shall inure to the benefit of and bind the Board, its members, individually and jointly, and their predecessors, successors, heirs, and assigns, and the Board's past, present, and future administrators, officers, employees, and agents, and each and every one of them, and their respective predecessors, successors, heirs, and assigns.
15. **Applicable Law.** The laws of the State of Illinois and Federal law binding within the State of Illinois will govern this Agreement.
16. **Complete Understanding.** The Parents and the Board each agree that no promises have been made by any Party to provide any other Party any additional or future consideration, except as contemplated by this Agreement, and that this Agreement contains all of the terms and conditions agreed upon by the Parties. No provisions or requirements expressed herein may be altered, modified, changed, and/or cancelled after the execution of this Agreement except upon express written consent of all Parties.
17. **Severability.** If any term of provision of this Agreement is held invalid, this Agreement shall be construed as if such invalid term or provision were never included herein, and the remainder of the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
18. **Execution.** This Agreement may be executed in counterparts, and any Party hereto may sign any counterpart. The Agreement shall be effective when each Party hereto shall have signed a counterpart, and a set of counterparts, bearing the signatures of each Party hereto shall constitute the Agreement as fully executed as if all Parties had signed a single document. In the event that any assignment to this Agreement is delivered by facsimile or email, such signature shall create a valid and binding obligation of the executing Party with the same force and effect as if such facsimile or email signature was an original thereof.

[SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT CONTAINS A GENERAL RELEASE OF CLAIMS AND WAIVER OF RIGHTS. PLEASE READ CAREFULLY AND CONSULT WITH LEGAL COUNSEL BEFORE SIGNING.

PARENT

HINSDALE TOWNSHIP HIGH
SCHOOL DISTRICT NO. 86,
DUPAGE AND COOK COUNTIES,
ILLINOIS



Tamara Prentiss, Superintendent

Date: _____

PARENT



616449_1

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as the "Agreement") is made and entered into on the dates hereinafter set forth by and between the BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT 86, DuPage County, Illinois (hereinafter referred to as the "DISTRICT"), and [REDACTED] [REDACTED] (hereinafter referred to as "the PARENTS") and [REDACTED] [REDACTED] (hereinafter referred to as "[REDACTED]"). The PARENTS and [REDACTED] may hereinafter be collectively referred to as "the [REDACTED]." The DISTRICT and the [REDACTED] are hereinafter collectively referred to as "the parties."

WITNESSETH

WHEREAS, [REDACTED] student with a disability who resides with the PARENTS in the DISTRICT and is eligible for special education and related services under the *Individuals With Disabilities Education Act*, Article 14 of the *Illinois School Code*, and their respective implementing regulations; and

WHEREAS, on or about [REDACTED], [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] and

WHEREAS, there presently exist matters of pending and contemplated disputes between the parties concerning or arising out of the special education evaluations, related services, supplementary aids and services, programs, and placements provided or not provided to [REDACTED] by the DISTRICT to date; and

WHEREAS, the DISTRICT and the PARENTS intend and desire to compromise any and all claims, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, that are related to or arise out of the educational evaluations, services, programs and/or placements provided or not provided to [REDACTED] by the DISTRICT, which have been or could have been raised by the [REDACTED], up to and through the date of the parties' execution of this Agreement;

NOW, THEREFORE, in consideration of the promises and consideration each to the other made as hereinafter set forth, the parties hereby understand and agree as follows:

1. **FUNDING FOR [REDACTED].**

- A. The DISTRICT shall pay the costs, as set forth herein, for [REDACTED] to be placed at mutually agreed upon [REDACTED] [REDACTED] from the date the parties execute this Agreement through [REDACTED] provided that the DISTRICT's [REDACTED] [REDACTED] is approved for the specified time period. In the event that by no later than [REDACTED], the Illinois legislature or ISBE passes a State law or rule that is effectively immediately and extends [REDACTED] [REDACTED] then the District agrees to extend the placement to the time period delineated by the Illinois legislature or ISBE.

All other terms of this Agreement remain in effect if this were to occur, including but not limited to the requirement for [REDACTED].

B. The DISTRICT shall be responsible for paying only the [REDACTED] costs for the mutually agreed upon [REDACTED] at the rates determined and approved by the Illinois Governor's Purchased Care Review Board ("IGPCRB") and ISBE. The DISTRICT shall make payments directly to the mutually agreed upon [REDACTED].

C. The PARENTS shall be solely responsible for any and all remaining costs associated with [REDACTED], including but not limited to [REDACTED] transportation to/from the program, ancillary services not included as part of the [REDACTED] approved rates, and incidental expenses. The PARENTS also shall be solely responsible for any [REDACTED] and other expenses whatsoever incurred for them [REDACTED] the mutually agreed upon [REDACTED].

2. AMENDMENT [REDACTED] Within five (5) school days of execution of this Agreement, the DISTRICT will amend [REDACTED] through [REDACTED] pursuant to a settlement agreement.

3. IEP CONFERENCE. With forty-five (45) days of [REDACTED] in an [REDACTED] program, [REDACTED] will be held with DISTRICT representatives, the PARENTS, and [REDACTED] to complete the annual review of [REDACTED] [REDACTED]

4. RE-EVALUATIONS. The parties agree that the DISTRICT will not complete the [REDACTED] [REDACTED] as proposed during the [REDACTED] [REDACTED]. The [REDACTED] agree that the DISTRICT will not complete a [REDACTED] any time prior to or during [REDACTED] [REDACTED] except pursuant to Section 5.C below.

5. ISBE [REDACTED].

A. Within fourteen (14) school days of execution of this Agreement, the DISTRICT shall [REDACTED]

B. If the ISBE [REDACTED] covering any time period from the date of the parties' execution of this Agreement through [REDACTED], the DISTRICT agrees to [REDACTED] if the [REDACTED] gives approval to do so and/or requests additional information.

C. If the ISBE [REDACTED] the DISTRICT that [REDACTED] [REDACTED] may cure a defect in the [REDACTED] for any time period from the date of the parties' execution of this Agreement through [REDACTED], the DISTRICT will [REDACTED] [REDACTED]

Upon receipt of the PARENTS' [REDACTED], the DISTRICT will

[REDACTED]
[REDACTED]

- D. If the initial [REDACTED]
[REDACTED] then this Agreement is null and void ab initio in its entirety and all parties retain all rights.

6. TERMINATION [REDACTED]. [REDACTED]

[REDACTED] shall be terminated immediately if the [REDACTED]
[REDACTED] covering any time period specified in Section 1 above, after submission of a
[REDACTED] of [REDACTED]. In such case, the
DISTRICT shall convene an [REDACTED] to discuss [REDACTED]

7. NO "STAY PUT" PLACEMENT. The DISTRICT and [REDACTED] agree that an [REDACTED] shall not constitute [REDACTED] "stay-put" placement in the event that the parties disagree about [REDACTED] prospective placement.

8. TERMINATION OF [REDACTED]. The parties agree that [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED] shall terminate automatically on [REDACTED], the day [REDACTED]
[REDACTED], at which point the DISTRICT shall have no further financial or programmatic responsibility for [REDACTED] of any nature whatsoever. As of [REDACTED], the DISTRICT will not conduct any [REDACTED]

████████████████████ In the event that by ██████████, the Illinois legislature or ISBE passes a State law or rule that is effectively immediately and extends ██████████
████████████████████ shall terminate automatically as of the date or the time period delineated by the Illinois legislature or ISBE.

9. WAIVER OF CLAIMS AND GENERAL RELEASE. In further consideration of the conditions set forth herein, the PARENTS hereby fully and forever release and discharge the DISTRICT and its former and present Board of Education members in their individual and/or official capacities, employees and agents, from any and all claims, demands, causes of action, obligations, debts, costs, damages, judgments and liabilities that are directly or indirectly related to or arise out of the educational evaluations, programs, therapies, services, equipment, transportation or placements provided or not provided to ██████████ by the DISTRICT arising under State or federal law or regulation or common law, including but not limited to the United States Constitution, the Illinois Constitution, the *Individuals With Disabilities Education Act*, 20 U.S.C. §1401 et seq., Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. Section 794, the *Americans With Disabilities Act of 1990*, 42 U.S.C. Section 12101 et seq., the *Illinois School Code*, 105 ILCS 5/1-1 et seq., 42 U.S.C. Section 1983 and 1985, the *Illinois School Student Records Act*, 105 ILCS 10/1 et seq., the *Family Educational Rights and Privacy Act*, 20 U.S.C. Section 1232(g), and their respective implementing regulations; through the date of both parties' execution of this Agreement. This waiver and general release includes, but is not limited to, any and all claims for reimbursement of attorneys' fees and costs and/or

compensatory education and/or any and all evaluations, programs, placements, therapies, services, equipment, transportation, or incidental costs of any nature whatsoever relative to [REDACTED] through the date of the parties' execution of this Agreement.

10. WAIVER OF PROSPECTIVE CLAIMS. The [REDACTED] also waive any and all prospective claims, known and unknown, against the DISTRICT and its former and present Board of Education members in their individual and/or official capacities, employees and agents, including but not limited to any claims for compensatory education or reimbursement of evaluations, placement, services or attorneys' fees, for any and all time periods that [REDACTED] is placed by the DISTRICT at the mutually agreed upon [REDACTED].

11. NO ADMISSION OF WRONGDOING/LIABILITY. The [REDACTED] acknowledge and agree that this Agreement does not constitute and shall not constitute or be deemed an agreement by the DISTRICT to any facts alleged by the [REDACTED] and/or as an admission on the part of the DISTRICT of any wrongdoing, liability, error or violation by the DISTRICT of any federal, state or municipal law, statute, regulation or order, or Board policy.

12. CONFIDENTIALITY. The DISTRICT, the [REDACTED], and their respective agents, employees, consultants, evaluators and/or attorneys, shall, in accordance with law, maintain confidentiality with respect to the matters addressed in this Agreement. The DISTRICT, the [REDACTED] and their respective agents, employees, consultants, evaluators, and/or attorneys may only disclose information relative to matters covered by and/or addressed in this Agreement as necessary for: a)

implementing the terms of this Agreement; b) tax and accounting/audit purposes; c) complying with the requirements of the *Open Meetings Act* or *Freedom of Information Act* or as otherwise required by law; or d) for future litigation between the parties for purposes of enforcement of this Agreement. Notwithstanding the permissible disclosures herein, neither party may seek to admit the [REDACTED] set forth in Section 4 herein or any evidence directly related to the [REDACTED] [REDACTED] in any future legal or administrative proceedings, except for future litigation between the parties for purposes of enforcement of this Agreement.

13. VOLUNTARY SETTLEMENT BY PARTIES. The DISTRICT and the [REDACTED] acknowledge and agree that they have read and understood the terms of this Agreement and enter into it voluntarily, with the advice of legal counsel, and without any duress or undue influence on the part of or on behalf of any party.

14. BINDING AGREEMENT, FULL AND COMPLETE UNDERSTANDING, AND APPLICABLE LAW. This Agreement represents the full and complete understanding of the parties. All prior agreements, whether oral or written, which pertain to any of the subject matters expressed herein, are hereby deemed merged into this Agreement and are superseded by the terms and conditions expressed herein. This Agreement may only be modified in writing signed by all parties and shall be interpreted in accordance with the laws of the State of Illinois.

15. APPROVAL OF SETTLEMENT AGREEMENT AND RELEASE BY DISTRICT. The DISTRICT's signatory to this Agreement represents that she has actual authority to act on behalf of the Board of Education in consummating this Agreement,

and the [REDACTED] acknowledge that execution of this Agreement by the Superintendent shall not be a basis to void this Agreement.

16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Settlement Agreement and Release to be executed on the date(s) written below.

**BOARD OF EDUCATION OF HINSDALE TOWNSHIP
HIGH SCHOOL DISTRICT 86,
DuPage County, Illinois**

By: _____
TAMMY PRENTISS, Superintendent

Date: _____

PARENTS

