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JUSTIN T. ATKINSON
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NICHOLAS S. PRIORE
1986-2007

March 17, 2021

Kevin K. Kendall, Superintendent
Ogdensburg City School District
1100 State Street
Ogdensburg, New York 13669

RECEIVED

MAR 22 2021

RE: Settlement Agreement - Kevin & Amy Nugent

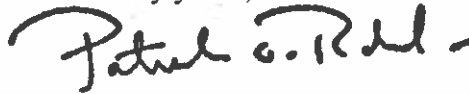
SUPERINTENDENT'S OFFICE OCSD

Dear Mr. Kendall:

Enclosed please find two Settlement Agreements that have been signed by my clients, Kevin & Amy Nugent. Please sign both and send back one fully executed Agreement, keeping one for your records.

Thank you.

Sincerely yours,



Patrick G. Radel

PGR/kaa
Enclosures

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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between **Kevin and Amy Nugent** (the "Parents") and the **Ogdensburg City School District** (the "District").

WHEREAS, the Parents are the parents of Sophie Nugent ("Student"), a student with a disability who resides in the District; and

WHEREAS, on or about November 2, 2020, the Parents, by their attorneys, Getnick Livingston Atkinson & Priore, LLP, Patrick G. Radel, Esq. of counsel, filed with the District a Due Process Complaint Notice pursuant to the Individuals with Disabilities Education Act and Article 89 of the New York Education Law (the "Due Process Complaint Notice"); and

WHEREAS, although disputes exist as to both fact and liability, the Parents and the District, in consideration for the promises, releases and waivers set forth below, and to avoid the divergence of resources, risk and expense caused by further litigation, agree to compromise and settle their disputes; and

WHEREAS, both parties are represented by legal counsel, have reviewed this Agreement, and represent that they fully understand the meaning of the terms of this Agreement and enter it knowingly and voluntarily, having had full opportunity to discuss with legal counsel their respective rights and remedies, including those which are relinquished herein.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth herein, the parties agree to the following terms in full settlement of this matter:

1. The District will reimburse the Parents in the amount of Two Thousand Nine Hundred and Thirty-Five Dollars (\$2,935.00) for the February 6, 2020 independent educational evaluation conducted by the Stern Center for Language and Learning ("Stern Center"). Reimbursement shall be conditioned upon presentation to the District of an invoice from the Stern Center for the evaluation in at least that amount and shall be made within 30 days of approval of this Agreement or presentation to the District of the invoice, whichever shall later occur.

2. The District will reimburse the Parents in the amount of One Thousand Six Hundred and Fifty-Six Dollars (\$1,656.00) for tutoring obtained from the Stern Center for the Student during the 2020 Summer. Reimbursement shall be conditioned upon presentation to the District of documentation of such payment made by the Parents and shall be made within 30 days of approval of this Agreement or presentation to the District of the invoice, whichever shall later occur.

3. The District will reimburse the Parents in the amount of Five Thousand One Hundred and Seventy-Eight Dollars (\$5,178.00) for tutoring obtained from the Stern Center for the Student during the Fall of 2020. Reimbursement shall be conditioned upon presentation to the District of (a) proof of such payment made by the Parents and (b) documentation of skills worked on and achieved by the Student. Payment shall be made within 30 days of approval of this Agreement or presentation to the District of the required information, whichever shall later occur.

4. The District will reimburse the Parents in an amount not to exceed Five Thousand One Hundred and Seventy-Eight Dollars (\$5,178.00) for tutoring obtained from the Stern Center for the Student during the Spring of 2021. Reimbursement shall be conditioned upon presentation to the District of (a) proof of such payment made by the Parents and (b) documentation of skills worked on and achieved by the Student. Payment shall be made within 30 days of approval of this Agreement or presentation to the District of the required information, whichever shall later occur.

5. The District will reimburse the Parents in an amount not to exceed One Thousand Six Hundred and Fifty-Six Dollars (\$1,656.00) for tutoring obtained from the Stern Center for the Student during the 2021 Summer. Reimbursement shall be conditioned upon presentation to the District of (a) proof of such payment made by the Parents and (b) documentation of skills worked on and achieved by the Student. Payment shall be made within 30 days of approval of this Agreement or presentation to the District of the required information, whichever shall later occur.

6. The District will communicate and exchange information regarding the Student with the Stern Center with written parental authorization and upon request from the Stern Center or as initiated by the District.

7. The District will reimburse the Parents for reasonable attorney's fees incurred as a result of the Due Process Complaint in the amount of Five Thousand Dollars (\$5,000.00). Payment to Getnick Livingston Atkinson & Priore, LLP shall be deemed reimbursement to the

SUPERINTENDENT'S OFFICE OCSO

Agreement by the District's Board of Education, or full execution of this Agreement, whichever should later occur. The payment for attorney's fees is made in full satisfaction of all claims for reimbursement of reasonable attorney's fees pursuant to 20 U.S.C. §1415(i)(3)(B).

8. The Parents will execute written authorization for the District to share records and personally identifiable information about the Student with the Stern Center, and for the Stern Center to share records and personally identifiable information about the Student with the District.

9. The Parents will and hereby do agree that compliance with the above terms provides the Student with a free appropriate public education up to and through the end of the 2020-2021 school year and summer of 2021, as defined by the Individuals with Disabilities Education Act and regulations promulgated pursuant thereto, the regulations promulgated pursuant to Section 504 of the Rehabilitation Act of 1973, and Article 89 of the New York Education Law and regulations promulgated pursuant thereto.

10. The Parents will and hereby do release the District from any and all claims under the IDEA, Section 504, and other applicable federal and New York State laws and regulations, including attorney's fees.


11. The Parents hereby withdraw the pending Due Process Complaint with prejudice. It is agreed that this Agreement fully and finally resolves all matters raised in the Due Process Complaint, and the Parent releases and discharges the District, including its officers, agents, and employees, from any and all claims which exist or may exist as of the date of this Agreement which were or could have been included in the above-referenced Requests for Due Process Hearing.

12. The Parents hereby waive and release the District from any claims related to the payment of attorney's fees and any other costs and expenses incurred in connection with the Due Process Complaint beyond the amount stated in Paragraph "10" above.

13. The Agreement may be executed in multiple originals, each of which shall be deemed original.

14. The Agreement is subject to and will become effective only upon approval of its terms by the District's Board of Education.


Kevin Nugent, Parent


Kevin Kendall,
Superintendent
Ogdensburg City School District

Dated: 3/13/21

Dated: 3/22/21


Amy Nugent, Parent

Dated: 3/13/2021