

SETTLEMENT AGREEMENT

This Settlement Agreement is made this ~~3rd~~ 3rd day of January, 2024, by and among the Prince William County Public Schools ("PWCS") and **Redacted** ("Parents"), individually and on behalf of their minor daughter, **Redacted** ("Student"), and shall be effective, as of the date of this Agreement, upon execution by PWCS and Parents.

WHEREAS Student lives within the boundaries of PWCS and is eligible for special education and related services under the Individuals with Disabilities Education Improvement Act ("IDEIA"); and

WHEREAS certain disputes exist between PWCS and Parents regarding the provision of special education to the Student by PWCS; and

WHEREAS Parents filed an amended request for due process hearing against PWCS on November 3, 2023 (the "Due Process Proceeding"); and

WHEREAS PWCS denies the allegations in the Due Process Proceeding; and

WHEREAS the Parents and PWCS wish to enter into this Agreement to partially resolve their differences and to avoid a due process hearing pertaining to certain issues under the IDEIA and/or proceedings under other disabilities laws related to whether PWCS failed to develop, implement, and/or revise the Student's Individualized Education Program ("IEP") in a manner reasonably calculated to enable the student to make meaningful, educational progress, by providing vision therapy, sufficient compensatory education, and homebound services thereby denying the student a free appropriate public education ("FAPE").

It is therefore agreed as follows:

1. PWCS agrees to reimburse the Parents for their payment of \$3,762.00 to Dr. John Dresely for private vision therapy sessions based on the receipts provided by the Parents on November 17, 2023. PWCS agrees to provide this reimbursement to the Parents within 30 calendar days following the signing of this Agreement.
2. PWCS agrees to an Independent Educational Evaluation (IEE) for a Functional Vision Assessment, to determine strengths and weaknesses in the Student's use of her vision and the impact on educational performance. The Parents have selected Dr. John Dresely as the private evaluator for this IEE and PWCS agrees to this provider performing the assessment.

The Parents understand they are responsible for scheduling the appointments to arrange for the evaluation to be completed and that the selected provider must comply with vendor registration requirements in PWCS in order to receive payment upon completion of the IEE report and its simultaneous submission to PWCS and the Parents via electronic mail or hard copy.

3. PWCS agrees to provide one hundred five point five (105.5) hours of compensatory education to the Student in the form of tutoring from The New Community School, which is located in Richmond, Virginia. The tutoring may be provided virtually or in person. Any and all tutoring provided to Isabella from The New Community School must be provided by a teacher licensed to teach in the Commonwealth of Virginia. If the tutoring is provided in person, the **Redacted** will

bear the costs of transportation for the Student to receive the tutoring in Richmond, Virginia. The Parents understand they are responsible for scheduling the tutoring sessions. Upon receipt of proof of payment, PWCS will reimburse the parents for tutoring sessions provided by The New Community School within 30 calendar days following the signing of this Agreement.

4. Parents agree that aforementioned resolves three of the issues in the Due Process Proceeding, enumerated below:
 - a. Vision therapy;
 - b. IEE (Functional Vision Assessment); and
 - c. Compensatory education for homebound education from the 2022-2023 school year.
5. The Parties agree those narrow issues will be withdrawn as issues discussed in the current Due Process Proceeding, requested on November 3, 2023, upon the full execution of this Settlement Agreement. Parents agree that these issues, if raised, are also resolved in any other pending state, federal, or local complaints filed against PWCS by the Parents or the Student. Nothing in this Agreement prevents the Parents or the Student from providing testimony or evidence to support a complaint filed by another Parent and/or behalf of another student.
6. PWCS denies any wrongdoing and/or liability on its part or on the part of its members, officers, agents, employees, and attorneys related to the narrow issues discussed in this Agreement. Either Party may introduce this Settlement Agreement, if necessary, to enforce the terms of this Agreement, and/or demonstrate that these three (3) narrow issues have been resolved to the satisfaction of the Parties.
7. In consideration of the above, and with the intent of binding themselves, their successors, legal representatives and assigns, Parents hereby release and forever discharge PWCS and the Prince William County School Board, their members and all officials, agents, employees, and attorneys thereof, past, present and future, in both their official and individual capacities, from any and all complaints, claims, administrative due process hearing requests, demands, grievances, lawsuits, charges and actions of any kind or nature whatsoever including any claim for damages, costs, or attorneys' fees, that Parents may have, individually or collectively (with regard to Student, only), or on Student's behalf, with respect to the consideration and/or provision of vision therapy, sufficient compensatory education, and homebound services in Student's educational program through the date of this Settlement Agreement. Parents expressly waive any and all claims, as detailed in the amended request for due process hearing against PWCS on November 3, 2023, through the date of this Settlement Agreement that they and/or Student may have relating to the Student's education **regarding the three narrow issues discussed** in this Agreement under the IDEA, Section 504 and the Americans with Disabilities Act.
8. The Parties understand and agree that the issue of whether Redacted was provided a free, appropriate, public education ("FAPE"), as outlined in the amended due process complaint submitted on November 3, 2023, remains and will be litigated at Due Process. Nothing in this Settlement Agreement precludes the Lassiters from presenting evidence related to the narrow issues resolved by this Agreement during the due process hearing.

Redacted

Date 1/3/24

Parent

Redacted

Date 1/3/24

Parent

Wendy Martinez
PWCS Representative

Date 1.4.2024