

**CONFIDENTIAL  
SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement Agreement and Release (hereinafter "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between ██████████, residing at ██████████ (hereinafter "Parent"), as Parent and natural guardian of the minor Student ██████████ (hereinafter "Student"), and the Penn Delco School District, (hereinafter "District"), located at 2821 Concord Road, Aston, PA.

Intending to be legally bound, the Parent and District (hereinafter the "Parties") declare that in settlement of any and all outstanding or potential education and discrimination claims regarding or related to transportation arising from the beginning of time through the end of the 2020-21 school year, whether known or not known, and in order to avoid continued disputes and litigation which have arisen or may arise between the Parties, the Parties agree to the following:

1. **District Obligation.**
  - a. Starting on the first day of school 2020, and continuing until the end of the 2020-21 regular school year, the District agrees to reimburse Parent for transportation costs incurred in transporting Student to school up to one hundred (\$100.00) dollars per day for those days that Student attends school.
  - b. After full execution of an agreement, the District will reimburse parent \$100 per day, to cover the two (2) trips to and from Student's residence to school per attended day. Parent must submit a written and signed invoice to the District listing the days of travel and attesting that the Student was in fact transported on the listed days. Reimbursement will be processed monthly, payable to the Parent, within thirty (30) days of the receipt by the District of the Student's attendance report and the signed invoice. Parent can submit an attendance record obtained by Fairwold Academy, and signed by Parent attesting to the attendance, as an invoice.
  - c. Parent must submit a signed invoice each month to receive reimbursement. Any invoice received by the District more than sixty (60) days after the date of transport will not be reimbursed. Under no circumstances will the amount reimbursed exceed \$100 per school day. The District reserves the right to request any additional documentation necessary to substantiate the reimbursement request before making payment.
  - d. If student is eligible for Extended School Year (ESY) during the 2021 ESY session, the payment for transportation by parent will continue during the published ESY dates.

2. **Parental Waiver, Release, and Agreement.** Parent acknowledges and affirms that, by agreeing to accept the consideration defined in this Agreement, she is knowingly, voluntarily and willingly waiving rights as she may pertain to any and all claims regarding transportation that she and/or the Student may otherwise have, arising from the beginning of time through the end of the 2020-21 school year, under any of the following statutes and regulations: the Individuals with Disabilities Education Act, 20 U.S.C. § 1400 et seq. (“IDEA”), its implementing regulations, 34 C.F.R. Part 300; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, its implementing regulation, 34 C.F.R. Part 104; the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101, et seq., Sections 1983, 1985 and 1988 of the Civil Rights Act, 42 U.S.C. §§ 1983, 1985, 1988; the Civil Rights Attorney’s Fee Award Act of 1976, as amended; the United States Constitution; the Pennsylvania Constitution; the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 CFR Part 99; the Pennsylvania Public School Code of 1949, as amended 24 P.S. § 1-101 et seq., the Pennsylvania Human Relations Act, as amended, 43 P.S. § 951 et seq.; the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. §§ 8541-8564; Title 22, Chapters 14 and 15 of the Regulations of the State Board of Education, 22 Pa. Code Ch. 14 & 15; and any other state or federal law which now exists or which may come into existence, relating to the provision of educational services to the Student.

Parent also acknowledges and affirms that, by agreeing to the payments as set forth above, she unconditionally and irrevocably remises, releases, and forever discharges the District and its present and past owners, directors, officers, attorneys, employees, agents or insurers, from any claim or demand regarding transportation whether known or unknown, whether accrued or unaccrued, including all claims that were asserted or which could have been asserted in a special education administrative due process hearing for Student or in any proceeding in a court of competent jurisdiction, and claims that were or could have been asserted through the filing of any state or federal complaint, concerning or related to transportation, arising from the beginning of time through the end of the 2020-21 school year.

Parent understand that the District’s agreement to reimburse Parent for transportation costs for the 2020-21 school year creates no obligation on the part of the District to continue said public funding for future school years.

3. **No Admission; No Course of Dealing.** This Agreement and Release settles all disputed issues of fact and law as they relate to any transportation claims against District on Student’s behalf, from the beginning of time through the end of the 2020-21 school year. Nothing in this Agreement and Release shall be deemed to constitute an admission of fault or liability by any party under any circumstances, and no party shall be deemed to be a “prevailing party.” Moreover, nothing in this Agreement and Release shall be deemed to establish a policy, practice, or custom of the District concerning the provision of special education and related services.

4. **Adequate Consideration.** The Parent specifically acknowledges and agrees that the District’s agreement to make the above payment is intended to and does provide the Parent with sufficient consideration for a settlement and compromise of any and all outstanding transportation claims that she may now have or have had, whether known or unknown, from the beginning of time through the end of the 2020-21 school year. The Parent also expressly

acknowledges and confirms that: (1) the only consideration for her signing this Agreement consists of the terms and provisions stated herein; and (2) no other promise or agreement of any kind, save those set forth in this Agreement, has been made by any person or entity whatsoever to cause her to sign this document. Parent agrees that this Agreement has no cash value and cannot be “cashed out.”

**5. Knowing and Voluntary Waiver.** The Parent further warrants that she has received written notification of her rights under state and federal law as the Parent of a child with disabilities, (b) she is fully aware of these rights and of the extent to which she is waiving her in this Agreement, (c) she is fully aware that she is waiving rights on behalf of the Student, (d) she has had the opportunity to consult with legal counsel concerning her rights and this Agreement and Release, (e) she is satisfied with the representation and advice that she has received from counsel, if any; (f) she is signing this Agreement and Release, including this waiver of important rights, voluntarily; and (g) she is under no disability or impairment that would prevent or impair her ability to understand this Agreement or its effects or her ability to enter into this Agreement knowingly and voluntarily.

**6. Rules of Construction.** This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania and, to the extent applicable, the United States government. The Parent acknowledges and agrees that in consideration of the fact that she has carefully read, reviewed and considered the terms of this Agreement and that she has had a full opportunity to obtain legal advice from counsel of her choice in connection with this Agreement, the normal principle of contract construction whereby all ambiguities are to be construed against the drafter shall not be employed in the interpretation and construction of this Agreement.

**7. Confidentiality.** It is further understood and agreed and made a part hereof that neither the Parent and Student nor their attorneys, representatives and agents will in any way seek to publicize or cause to be publicized in any news or communications media, including but not limited to newspapers, magazines, journals, radio, television, or social media, the facts or terms or conditions of this Agreement. The Parent further agrees that she shall not share the facts or terms of this agreement with other Parents, advocates, or Parents’ groups. The Parent and Student shall keep the existence and terms of this Agreement strictly confidential, except to the extent necessary to discuss same with her attorneys or accountants, or as necessary under compulsion of law. In the event of any unauthorized disclosure by the Parent or Student or their attorneys or agents of the existence of or terms of this Agreement, any Released Party may file suit in any court of competent jurisdiction to enjoin such actions and to seek an appropriate remedy provided by law. Notwithstanding the foregoing, the Parties hereto acknowledge that this Agreement is a public document and that the District may be required to disclose the contents if requested. The Parties’ obligations under this paragraph shall survive the termination of this Agreement.

**8. Sole Authority.** Parent represents and warrants that she has sole and exclusive authority to make educational decisions regarding Student, and is the sole individual at this time who meets the definition of Parent under 34 CFR §300.30. Parent understands that the District enters into this Agreement in reliance upon these representations and warranties.

**3. Claims and Interests of Others/Indemnification.** The Parent represents and warrants that no other person or entity has or has had any interest in the claims, demands, allegations, or causes of action referred to in this Agreement and that the Parent has the sole right and exclusive authority to execute this Agreement and that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action referred to herein. In the event that any person or entity with legal authority brings claims waived and released herein on behalf of Student, Parent shall fully defend, indemnify and hold the District and its present and past owners, directors, officers, attorneys, employees, agents, contractors, volunteers, or insurers, harmless from all outstanding or potential transportation claims made on behalf of Student, including attorney fees, made by any person arising from the beginning of time through the end of the 2020-21 school year. Parent understands that the District enters into this Agreement in reliance upon this indemnification. Parent warrants that she has had the opportunity to consult with legal counsel concerning this provision and is satisfied with the representation and advice that she has received from counsel, if any. Parent represents that she is agreeing to this indemnification provision voluntarily and is under no disability or impairment that would prevent or impair her ability to understand the legal consequences. This indemnification provision shall survive the expiration or termination of this Agreement.

**9. Covenant Not to Sue.** The Parent shall not institute any legal actions in any forum (whether judicial, administrative, arbitration, or otherwise; whether legal or equitable; whether federal, state, or local) or file any complaint with respect to any of the released claims or rights waived in this Agreement. If Parent does institute such an action, she shall be liable for and shall pay to the District all attorneys' fees, costs and expenses incurred by the District in defending itself against such action.

**10. Enforcement.** Nothing in this Agreement shall be construed as limiting the rights of the parties to seek enforcement of this Agreement by action at law or equity, or by any other legal proceeding in a court of competent jurisdiction. The Parties agree that any litigation concerning enforcement of this Agreement takes precedence and bars or suspends any filing of any due process claims related to the claims waived or released in this Agreement. The Parties agree that this Agreement is entered into to avoid litigation and is a Written Settlement Agreement reached pursuant to the Resolution Process under 34 CFR §300.510 and 20 U.S.C. § 1415(f)(1)(B), and is enforceable in either a state court of competent jurisdiction or the United States District Court, pursuant to §(d)(2) of said regulation. The Parties agree that 34 CFR §300.510(e) regarding the review period is waived.

**11. Entire Agreement.** This Agreement and Release constitutes the entire agreement and understanding between the Parties. It supersedes and modifies all prior or contemporaneous agreements or understandings and can be modified only in a writing executed by the parties.

**12. Severability.** The terms of this Agreement and Release are considered severable so that in the event any term or portion of this Agreement is deemed void, invalid or unenforceable by a court of competent jurisdiction, the Agreement as a whole will not be deemed unenforceable or voidable and shall remain binding on the Parties.

**CAUTION: THIS IS A LEGAL DOCUMENT IN WHICH YOU ARE WAIVING LEGAL RIGHTS AND INDEMNIFYING THE DISTRICT. BY SIGNING THIS DOCUMENT YOU WARRANT THAT YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO EACH OF ITS TERMS.**

ATTEST:

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██████████, individually and on behalf of Date  
██████████

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Penn Delco School District Date