COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS
BUREAU OF SPECIAL EDUCATION APPEALS

In Re: Student v. Barnstable Public Schools **BSEA # 2608126**

RULING ON THE BARNSTABLE PUBLIC SCHOOLS' MOTION FOR PARTIAL SUMMARY JUDGMENT

On February 25, 2026, Barnstable Public Schools (Barnstable or the District) filed a *Motion for Partial Summary Judgment* (the *Motion*) with the Bureau of Special Education Appeals (BSEA), asserting that there is no genuine issue of material fact that Parents and the District executed a binding Settlement Agreement resolving disputes regarding Student's placement at the Riverview School. That Agreement expressly limits the District's financial responsibility for that placement to the 2020-2021 through 2024-2025 school years and expressly disclaims any obligation to fund Student's attendance in Riverview's transition program or any other program associated with the Riverview School thereafter. By its plain language, the Agreement leaves no room for doubt: the Parents cannot now, after the fact, demand reimbursement or prospective funding for Riverview or Riverview GROW, and any claim for tuition, costs, or continued placement beyond the settlement term is expressly foreclosed. Accordingly, the District asserts that partial summary judgment is warranted to limit the scope of available relief in this matter. While Parents may pursue prospective claims regarding the appropriateness of the District's proposed programming, the Hearing Officer lacks authority to order reimbursement for, or prospective placement at, Riverview or any program affiliated therewith beyond the temporal and financial parameters set forth in the Settlement Agreement.

On March 6, 2026, Parents filed *Parent-Guardians' Opposition To The Barnstable Public Schools' Motion For Partial Summary Judgment With Incorporated Memorandum Of Law* (With Appendix and 13 supporting exhibits), asserting that there is a genuine issue of material fact regarding the applicability of the 2020 Settlement Agreement to the Parents' claims related to the Riverview School. The terms of that agreement did not preclude Parents from seeking placement and funding for the Riverview GROW residential school program after the 2024-25 school year, and Barnstable cannot attempt to use it now as a shield to avoid its responsibility to provide Student a FAPE, even if that means placement at and funding for the Riverview School.

Neither Party requested a Hearing on any of these pleadings. As neither testimony nor oral argument would advance the Hearing Officer's understanding of the issues involved, this Ruling is issued without a hearing pursuant to Hearing Rules for Special Education Appeals (Hearing Rules) Rule VI(D).

For the reasons set forth below, the District's Motion is DENIED.

RELEVANT FACTS:[1]

The following facts are derived from the pleadings and exhibits submitted by the parties and are taken as true for the purposes of this *Ruling* only. Where a factual dispute exists, I construe it in favor of Parents, as the party opposing summary judgment.[2]

1. Student ("Student") is a 19-year-old resident of Barnstable, Massachusetts. He is a kind, social, funny, and active young man with diagnoses of Autism Spectrum Disorder and Intellectual Impairment. He also had a significant cardiac history throughout his life, including four open-heart surgeries and an artificial heart valve requiring ongoing monitoring, weekly blood tests, and medical alert precautions. (P-1, P-2) Parents are Student's court-appointed legal guardians. (P-1, P-10, P-14)

2. On or about September 30, 2020, Parents and Barnstable executed a Settlement Agreement covering the 2020-2021 through 2024-2025 school years, including Extended School Years ("ESY") 2021-2024. The Agreement expressly limits the District's obligation to fund Riverview beyond the 2024-2025 school year, stating, in relevant parts:

> "1. This Agreement covers the regular 2020-2021, 2021-2022, 2022-2023, 2023-2024 and 2024-2025 school years and the Extended School Years ("ESY") for 2021, 2022, 2023 and 2024. This Agreement is entered into in full settlement of any and all claims the Parents and/or [Student] have or may have or assert against Barnstable, its officers, both elected and appointed, its agents, employees, and/or attorneys pertaining to and/or arising out of any and all obligations Barnstable had or now has to provide [Student] a free appropriate public education, including but not limited to ESY services for the period covered by the Agreement, and the provision of regular and special education and/or related services, for any and all periods [Student] has been enrolled in Barnstable up to the date of this Agreement....
>
> ...4. This Agreement shall not extend beyond the conclusion of the 2024-2025 school year. Barnstable shall have no liability for or obligation to continue Student in the Riverview transition program or any other program associated with the Riverview School. If, at that time, Student remains eligible for special education services, Student may enroll in the Barnstable transition program located at Barnstable High School and may remain in the program until he is 22 years old or no longer available for reasons other than age, whichever is sooner.

[1] The information in this section is subject to revision in further proceedings.

[2] See *Adickes v. S.H. Kress & Co.,* 398 U.S. 144, 157 (1970); *Anderson v. Liberty Lobby, Inc*., 477 U.S. 242, 255 (1986); *Maldonado-Denis v. Castillo-Rodriguez*, 23 F.3d 576, 581 (1st Cir. 1994).

> Parents shall provide Barnstable with notice of their intent to enroll Student in Barnstable's transition program by no later than January 15, 2025. The Barnstable transition program shall be considered Student's "stay-put" placement if any future disagreement arises between the parties regarding Student's programming beyond the conclusion of the 2024-2025 school year....
>
> ... 9. This Agreement is intended to and does settle any and all disputes which exist or may exist between the parties relating to [Student's] regular and special education and related services since he enrolled as a student in Barnstable through the date of this Agreement." (S-1)

3. At the time the 2020 Settlement Agreement was executed, Mother understood that Student would likely require special education services until age 22 due to his significant needs and believed the parties would revisit Student's programming after the 2024–2025 school year. Although she understood that Barnstable was not committing to fund Riverview beyond that school year and that the Barnstable High School program would serve as the "stay put" placement in the event of a dispute, she did not understand the agreement to foreclose the possibility of requesting other services or placements in the future. Rather, she believed the agreement ensured that Student would have a program available while allowing the parties to reconvene later to determine what services would be appropriate based on Student's needs at that time. Mother believed that the 2020 Settlement Agreement involved several compromises by the Parents, including contributing to Riverview day tuition costs, providing transportation, funding residential summer programming, and waiving legal claims through the date of the agreement, while recognizing that Barnstable's financial contribution was limited to day placement and summer services. She understood that circumstances, including Student's needs and available programming, could change over time, and did not believe the agreement permanently barred the Parents from seeking additional services or a different placement, including continued placement at Riverview, after the 2024–2025 school year. (P-1)

4. Student has been attending the residential GROW Program at the Riverview School (Riverview), a Department of Elementary and Secondary Education (DESE) approved special education school in East Sandwich, Massachusetts for the summer of 2025 and the 2025-26 school year. (P-1, P-4, P-5, P-9, P-11)

5. In December 2024, licensed psychologist and developmental neuropsychologist Dr. Joseph Moldover conducted a comprehensive neuropsychological re-evaluation of Student, assessing cognitive ability, academic achievement, adaptive functioning, emotional and behavioral concerns, communication, and social pragmatics. He diagnosed Student with Autism Spectrum Disorder (with intellectual and language

impairment) and mild Intellectual Disability. Dr. Moldover recommended the continued provision of special education services as Student transitions into the post–high school years, with a focus on functional academics, social pragmatics, vocational skills, and independence in self-care, domestic activities, community navigation, and personal safety. Based on information from Student's placement at Riverview School, reflecting progress, and his positive response to residential programming during summer sessions, Dr. Moldover concluded that residential programming in Student's current environment would be appropriate during an 18–22 transition program to address his significant needs in self-care and independent functioning. (P-1, P-2, P-12, P-13)

6. On December 5, 2024, the Team met to review Student's progress, updating his IEP dated 12/5/2024 to 6/13/2025. Parents partially accepted and partially rejected the IEP, noting concerns about the end date, transition planning, extended school year, and type of programming, among other issues. Parents also requested that Barnstable place Student at the Riverview School GROW Program as a residential student beginning July 2025. (P-6)

7. For the 2025-2026 school year, Barnstable proposed a transition program at Barnstable High School for Student. Parents had visited the program in the spring of 2024 and in October 2024 and believed it to be not appropriate for Student. Mother did not observe much interaction or camaraderie among students, the work observed appeared limited, and there were concerns about staffing levels and safety (nurses had limited experience with students on Student's medication). Further, she was told by staff during a tour r that Student should stay at Riverview. (P-1, P-7, P-12)

8. On January 10, 2025, Parents informed Barnstable that they did not plan to place Student in the Barnstable High School transition program. (P-7, P-12, S-2)

9. On February 5, 2025, Dr. Moldover observed Barnstable's proposed transition program. He noted that the program served students who were not expected to live independently as adults or work in competitive employment, and that some students were non-verbal. Based on his observation, Dr. Moldover concluded that the program did not meet Student's needs or provide sufficient programming for him. (P-2)

10. On April 2, 2025, Dr. Moldover observed Student at the Riverview School and consulted with staff regarding the Riverview GROW postsecondary transition program. The GROW program provides a 24-hour, seven-day-per-week residential program with a full-time extended school year, in which students live in residences with round-the-clock staff support, including nursing. The program offers functional academic instruction and a strong emphasis on structured off-campus internships and activities designed to develop vocational and community skills. More than 90%

of students who graduate from the program transition to employment, supportive college programs, or day programming. Following his observation and consultation with staff, Dr. Moldover endorsed Student's continued placement at Riverview and recommended placement in the GROW program, concluding that such programming was necessary for Student to make progress in vocational skills, social skills, functional academics, community safety, and independent living skills in preparation for future community living. (P-3)

11. On May 1, 2025, Barnstable convened a Team meeting to review Dr. Moldover's evaluation and observations and to discuss Student's IEP programming and placement. Although Barnstable agreed with the results of Dr. Moldover's evaluation, it rejected his recommendation for residential placement in Riverview's GROW Program, asserting that the Barnstable High School transition program was appropriate for Student. Following the meeting, Barnstable issued an IEP Amendment with a notice date of May 8, 2025, proposing a Transition Assessment. The Amendment also extended Student's IEP through September 30, 2025 and provided for extended school year services consisting of four hours per day, three days per week for five weeks, totaling 60 hours, in an in-district program. (P-9)

12. On or about May 9, 2025, and as later supplemented on May 27, 2025, Parents expressed their intent to the District to unilaterally enroll Student in the Riverview GROW Program if Barnstable did not agree with the placement:

    > "We continue to request that Student be placed in the Riverview GROW Program as a residential student. If Barnstable does not agree with this placement, we intend to place Student at Riverview and seek reimbursement from the school district for all expenses related to the placement there."

    On or about May 27, 2025, the District responded, citing the Agreement and its limits; specifically, that Barnstable shall have no liability for or obligation to continue Student in the Riverview transition program or any other program associated with the Riverview School. (P-9, S-2)

13. Over the summer of 2025, a Barnstable Transition Specialist conducted a transition assessment, which identified continued needs in independent living skills, including cooking, laundry, cleaning, shopping, money management, health management, and independent community travel. The evaluator recommended that Student receive a program offering hands-on vocational training and explicit instruction in independent living, travel training, and community engagement, with IEP goals focused on functional academics, self-advocacy, and real-world application of skills. (P-5)

14. On July 21, 2025, Parents obtained an independent Transition Planning Assessment and Consultation conducted by Kristen Simon of NESCA. After administering multiple assessments, interviewing Student, his parents, and his teacher, and reviewing records, Ms. Simon concluded that although Student had made

meaningful progress during high school and demonstrated several strengths, he continued to require intensive, individualized intervention to achieve his postsecondary goals. She identified ongoing needs related to reasoning and problem-solving, functional communication, safety awareness, emotional vulnerability, self-determination, community skills, and vocational development. Ms. Simon recommended placement in a comprehensive, year-round residential special education program with robust transition services and endorsed Dr. Moldover's recommendation that Student remain at Riverview and participate in the GROW transition program, noting that removing him from Riverview could increase anxiety and disrupt the stability and relationships he had developed there. (P-4)

15. In summer 2025, Student attended the Riverview GROW summer program as a residential student and continued in the Riverview GROW Program as a residential student for the 2025–2026 school year. (P-1, P-4, P-11)

16. On September 24, 2025, the Team convened to review the transition assessment results, develop a new IEP, and discuss placement. Barnstable issued an IEP for the period September 24, 2025 through September 24, 2026, proposing placement in the Barnstable High School transition program and noting a projected program completion date of December 13, 2028, with the expectation that Student would access transition services until age 22. Parents submitted a written concern statement highlighting Student's significant progress in the Riverview GROW program, the need for across-the-day instruction, and his difficulty generalizing skills without residential support. (P-10)

17. In a letter dated October 15, 2025, Parents partially rejected the IEP and rejected the proposed placement, asserting that it denied Student a free appropriate public education. Their concerns included the absence of residential programming, removal of services and accommodations, insufficient goals, and inadequate ESY services. Parents also noted that the IEP did not include speech-language, counseling, or clinical services despite identifying communication, anxiety, social understanding, and emotional regulation needs. Parents again requested placement at Riverview GROW and reiterated their intent to seek reimbursement for the private placement. (P-11)

18. On January 23, 2026, Parents filed a Due Process Complaint, seeking a determination that the IEP dated December 5, 2024 to September 30, 2025 amended in May 2025 and the IEP dated September 24, 2025 to September 24, 2026 denied Student a free appropriate public education ("FAPE") and that Student required placement in a residential school beginning with ESY 2025. Parents further seek orders compelling Barnstable to reimburse Parents for all costs associated with Student's privately funded placement at Riverview's GROW Program from July 2025 through the date of the Order and placing Student in a residential school, specifically at the Riverview School GROW Program.

LEGAL STANDARDS:

1. Summary Judgment

To determine whether summary judgment may be granted in this matter, I apply the summary judgment standard to the relevant procedural and substantive law – in this case, the law regarding the role of the BSEA where parties have entered into a private settlement agreement.

Pursuant to 801 CMR 1.01(7)(h), summary decision may be granted when there is "no genuine issue of fact relating to all or part of a claim or defense and [the moving party] is entitled to prevail as a matter of law."[3] In determining whether to grant summary judgment, BSEA hearing officers are guided by Rule 56 of the Federal and Massachusetts Rules of Civil Procedure, which provides that summary judgment may be granted only if the "pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there are no genuine issues as to any material fact and that the moving party is entitled to judgment as a matter of law."[4] A genuine dispute as to a material fact exists if a fact that "carries with it the potential to affect the outcome of the suit" is disputed such that "a reasonable [fact-finder] could resolve the point in the favor of the non-moving party."[5] "As to materiality, the substantive law will identify which facts are material. Only disputes over facts that might affect the outcome of the suit under the governing law will properly preclude the entry of summary judgment. Factual disputes that are irrelevant or unnecessary will not be counted."[6]

The moving party bears the burden of proof, and all evidence and inferences must be viewed in the light most favorable to the party opposing summary judgment.[7]

In response to a motion for summary judgment, the opposing party "must set forth specific facts showing that there is a genuine issue for trial."[8] To survive this motion and proceed to hearing, the adverse party must show that there is "sufficient evidence" in its favor that the fact finder could decide for it.[9] In other words, the evidence presented by the non-moving party "must have substance in the sense that it [demonstrates] differing versions of the truth which a factfinder must resolve at an ensuing trial."[10] The non-moving party's

[3] 801 CMR 1.01(7)(h).
[4] *Id*.
[5] *French v. Merrill*, 15 F.4th 116, 123 (1st Cir. 2021); see *Maldanado-Denis v. Castillo-Rodriguez,* 23 F.3d 576, 581 (1st Cir. 1994).
[6] *Anderson v. Liberty Lobby, Inc.,* 477 U.S. 242, 248 (1986).
[7] See *id*. at 252; see also *In Re: Westwood Pub. Sch.*, BSEA # 10-1162 (Figueroa, 2010*); In Re: Mike v. Boston Pub. Sch.*, BSEA No. 10-2417 (Oliver, 2010); *Zelda v. Bridgewater-Raynham Pub. Sch. and Bristol County Agricultural Sch.*, BSEA # 06-0256 (Byrne, 2006).
[8] *Anderson,* 477 U.S. at 250.
[9] *Id*. at 249.
[10] *Mack v. Great Atl. & Pac. Tea Co.,* 871 F.2d 179, 181 (1st Cir. 1989).

evidence will not suffice if it is comprised merely of "conclusory allegations, improbable inferences, and unsupported speculation."[11]

2. Settlement Agreements

The BSEA is an agency of limited jurisdiction. Under federal and state law, parties may file timely complaints before the BSEA "with respect to any matter relating to the identification, evaluation or educational placement of [a] child, or the provision of a free appropriate public education to such child."[12] The BSEA does not, however, have the authority to hear every claim involving a student with disabilities.[13] Many hearing officers have addressed the limitations of BSEA jurisdiction in cases involving disputes between parties that have previously entered into a binding settlement agreement.[14]

Consistent with the agency's lack of subject matter jurisdiction over, and expertise concerning, contract law disputes, the BSEA has "historically declined to take jurisdiction over issues of interpretation or enforcement of settlement agreement terms."[15] Parties seeking enforcement of a settlement agreement, or interpretation of any ambiguous language it may contain, may seek such relief in an appropriate state or federal district court.[16] The BSEA's practice, instead, "has been to consider the existence and scope of a settlement agreement when adjudicating cases. Hearing officers do not 'undo' settlement agreements, or proceed to an evidentiary hearing on a matter that has been addressed and resolved via a settlement agreement."[17] To allow otherwise, essentially permitting a party to avoid its obligations under the agreement and seek a

[11] *Medina-Munoz v. R.J. Reynolds Tobacco Co.,* 896 F.2d 5, 8 (1st Cir. 1990).
[12] 20 USC §1415(b)(6); see M.G.L.C. 71B §2A; 34 CFR 300.507(a)(1); 603 CMR 28.08(3)(a).
[13] See *Fry v. Napoleon*, 580 U.S. 154, 167-68 (2017) (holding that even where a dispute is between a child with a disability and her school district, if it does not involve the child's right to a free appropriate public education under the Individuals with Disabilities Education Act, a hearing officer does not have jurisdiction over that dispute); In Re: *KB and Ashland Public Schools & Department of Mental Health and Department of Children and Families*, BSEA # 2508203 (Mitchell, 2025) (Ruling) and cases cited at n.12.
[14] See, e.g., *In Re: KB* (noting that the BSEA has historically declined to take jurisdiction over issues of interpretation or enforcement of settlement agreement terms); *In Re: Student & Andover Public Schools*, BSEA # 2007733 (Berman, 2020) (Ruling) (recognizing the absence of conclusive guidance within Massachusetts and the First Circuit regarding the BSEA's subject matter jurisdiction, or lack thereof, "to interpret privately negotiated settlement agreements concerning special education matters and determine whether either party has breached such an agreement"); *In Re: Student R. and Lincoln-Sudbury Public Schools*, BSEA # 112546 (Figueroa, 2010) (Ruling) ("Nothing in the IDEA, the Massachusetts special education law or the regulations promulgated under those statutes grants a BSEA Hearing Officer the authority to enforce agreements.")
[15] *In Re: KB*; see *In Re: Student and Milford Public Schools*, BSEA #1601412 (Berman, 2015); see also *In Re: Student R.* ("[e]ven if Parties agree between themselves that the BSEA will have authority to 'enforce' agreements, such language is insufficient to bind the BSEA where it otherwise lacks statutory authority.")
[16] See 20 USC 1415(e)(2)(F)(iii), (f)(1)(B)(iii)(II); *In Re: KB; In Re: Milford Public Schools; In Re: Student R.*
[17] *In Re: Andover Public Schools*.

decision on the merits by a hearing officer, "would undermine the integrity and efficacy of the settlement process."[18]

DISCUSSION:

Here, viewing the instant matter in the light most favorable to Parents, I must determine if the District has met its burden, based on the documents submitted in support of its Motion for Partial Summary Judgment, to demonstrate that no genuine issue exists such that Barnstable must prevail as a matter of law. If so, I must then examine whether Parents have shown that there is "sufficient evidence" in their favor that I could decide for them.[19]

Parents' Hearing Request seeks a determination that the IEP dated December 5, 2024, to September 30, 2025, as amended in May 2025, and the IEP dated September 24, 2025, to September 24, 2026, denied Student a FAPE and that Student required placement in a residential school beginning with ESY 2025. Parents further seek orders compelling Barnstable to reimburse Parents for all costs associated with Student's privately funded placement at Riverview's GROW Program from July 2025 through the date of the Order and placing Student in a residential school, specifically at the Riverview School GROW Program.

The Settlement Agreement, in relevant part, states that

> "This Agreement shall not extend beyond the conclusion of the 2024-2025 school year. Barnstable shall have no liability for or obligation to continue Student in the Riverview transition program or any other program associated with the Riverview School. If, at that time, Student remains eligible for special education services, Student may enroll in the Barnstable transition program located at Barnstable High School and may remain in the program until he is 22 years old or no longer available for reasons other than age, whichever is sooner. Parents shall provide Barnstable with notice of their intent to enroll Student in Barnstable's transition program by no later than January 15, 2025. The Barnstable transition program shall be considered Student's 'stay-put' placement if any future disagreement arises between the parties regarding Student's programming beyond the conclusion of the 2024-2025 school year...."

The District argues that

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[18] *In Re: Longmeadow Public Schools*, BSEA #072866 (Crane, 2008) (Ruling); see *In Re: Andover Public Schools* (noting that allowing an evidentiary hearing on a matter that has been addressed and resolved via a settlement agreement "would undermine the relevant provisions of federal and state special education laws as well as the underlying legislative purpose and public policy favoring informal, voluntary resolution of special education disputes").

[19] *Id*. at 249.

> "In exchange for resolution and certainty through 2024-2025, the Parents relinquished any claim to continued Riverview funding thereafter. The Agreement explicitly states that the District 'shall have no liability for or obligation to' Riverview beyond that date. The Parents gave up Riverview funding past the 2024-2025 school year.
>
> Parents' unilateral enrolment at Riverview GROW does not alter that legal reality. A party cannot expand the scope of available remedies by acting outside the bounds of a prior agreement. Once a negotiated resolution defines the temporal and financial limits of liability, those limits frame any subsequent claim. They cannot be enlarged through unilateral action and then presented to the BSEA as a basis for reimbursement.
>
> Thus, while the Parents remain free to pursue a FAPE claim for ESY 2025 and the 2025-2026 school year, the Settlement Agreement expressly removes Riverview GROW as a legally available remedy…."

I find the District's argument unpersuasive. The language of the Settlement Agreement unambiguously provides that Barnstable has no obligation to fund Riverview following the conclusion of 2024-2025 school year. However, it does not state that it could not agree or be ordered to do so. Further, it clearly contemplates Parents' ongoing right to challenge the appropriateness of Barnstable's proposed IEP(s) and to seek relief via a due process hearing, inclusive of an order for an out of district placement if so determined by a hearing officer. Viewing the instant matter in the light most favorable to Parents, I conclude that although there is nothing in the Settlement Agreement that imposes on the District an obligation to fund Riverview after the conclusion of the 2024-2025 school year, there is nothing in the Settlement Agreement that limits the BSEA's authority to order such funding if determined warranted following a hearing on the merits.

ORDER:

Barnstable's *Motion for Partial Summary Judgment* is DENIED.

So Ordered by the Hearing Officer,

/s/ Alina Kantor Nir
Alina Kantor Nir
Dated: March 10, 2026