

MEDIATION AGREEMENT

This Agreement is made on the 6th day of August, 2007, by and between the Reynoldsburg City School District Board of Education ("Board") and [REDACTED] ("Parent") concerning his child, [REDACTED] ("Child").

IN CONSIDERATION of the mutual covenants set forth below, the parties agree as follows:

1. The complaint of the Parent on behalf of the Child filed May, 2007 at the Ohio Department of Education is withdrawn. The Parent agrees to sign the withdrawal form, required by the Ohio Department of Education to withdraw the complaint, at the time of the signing of this Mediation Agreement.
2. The parent represents that there are no other pending matters filed with any Court, administrative agency, or any other office, including the U.S. Department of Education, Office for Civil Rights involving educational services provided by the board to the Child.
3. The Child will be placed at the Waggoner Road Junior High to begin the 2007-2008 school year.
 - a. The Child's school day will be reduced and consist of three periods each school day which is the same amount of time that the Child was able to spend in summer school at the end of the 2007 summer session.
 - (1) During the three school periods, the Child will receive ED services at the Junior High.
 - (2) During the three school periods, the Child will receive instruction in Language Arts, Math, and Social skills.
 - (3) Behavioral interventions will be provided in the special education classroom by the intervention teacher and the school psychologist.
 - (4) During the 2007 summer school, a plan was agreed upon by the family and used at school to address behavior. The following plan, based on the summer school plan, will be implemented and either incorporated in the IEP or in a behavior plan:

While at school, [REDACTED] will use words to appropriately express frustration to an adult. If he is unable to verbalize or if he is disruptive to the classroom or activity, he will be escorted to a place (to be determined)

where he can talk with an adult and calm down. If he is unable to return to the original setting within 30 minutes, the family will be called and [REDACTED] may be removed from the remainder of that day.

(5) Transportation will be provided to and from Waggoner Road Junior High School.

(6) A Functional Behavioral Assessment will be initiated after September 15, 2007.

b. [REDACTED] will receive home instruction, five hours per week (for social studies and science) until he returns to school full-time or until the IEP team makes modifications. The time and place of the home instruction will be mutually agreed upon between the home instructor and the Parent.

c. Transition activities will include the following items:

(1) The ED teacher will coordinate the collection of information about [REDACTED]'s behavior and provide progress reports to the family and the administrators on a weekly basis.

(2) Every two weeks, a progress meeting will be held on a day to be agreed upon, to review the progress and consider whether to add any additional time to the school day.

4. The IEP to be used for the Child to begin the 2007-2008 school year is the IEP approved by the IEP team at the mediation session on August 6, 2007.

5. The parties acknowledge this Agreement resolves any and all claims that the Parent and the Child have, as of the date hereof, against the Board, its Board members, its employees, and its agents, arising out of or in connection with the complaint of May, 2007 under federal or state law, including claims under IDEA, IDEIA, Section 504 of the 1973 Rehabilitation Act, the Family Educational Rights and Privacy Act ("FERPA"), or the Americans with Disabilities Act including any claims for attorney fees and costs. The parties acknowledge and agree that neither party shall be considered "the prevailing party" as a result of entering into this Agreement, and that each party shall be responsible for their own attorney fees and costs.

6. The Board and the Parent agree that this Agreement will be regarded as a student educational record and except as required by legal process or to enforce the terms hereof, that neither they nor

their counsel, will reveal, disseminate by publication of any sort or release in any manner or means this Agreement, or the contents of this document, to any other person, including without limitation, to any member(s) of the public, newspaper, magazine, radio station, or television station.

7. This Agreement contains the entire agreement between the parties. This Agreement may be amended only by written agreement signed by all of the parties.

8. The Board and the Parent acknowledge that they have thoroughly reviewed this Agreement, and that they execute this Agreement voluntarily and with full understanding of its contents.

9. All provisions (and all parts of all provisions) of this Agreement shall be resolved, construed and interpreted according to the plain meaning of the provision and shall be governed by the laws of the State of Ohio.

10. This Agreement is effective on the date set forth above.

PARENT

REYNOLDSBURG CITY SCHOOL
DISTRICT BOARD OF EDUCATION

Mary Ann Frye, Director of Pupil Personnel