

PLACEMENT AGREEMENT

FOR

This Placement Agreement (the "Agreement") is by and between the
a Massachusetts corporation and a private special education school
approved pursuant to Massachusetts General Laws Chapter 71B, whose address is
MA 02021 (the "School") and Watertown Public Schools, a Local Educational
Agency whose address is 30 Common Street, Watertown, MA 02472 (the "LEA").

The LEA recognizes its obligation to provide and fund an education to
(the "Student") in accordance with the then-current, mutually agreed upon Individual Education
Plan (the "IEP"). The LEA desires the School to provide, and the School has agreed to provide,
the services set forth in the IEP to the Student on the terms set forth in this Agreement. The
School has been identified in the IEP as the most appropriate placement for the Student at this
time.

1. Services and Obligations

(a) The School shall provide the services described in the IEP to the Student. The
LEA acknowledges that it has reviewed the School's program and believes that this program is
sufficient and adequate for the School to implement the Student's IEP without special
accommodations.

(b) If identified in paragraph 1(a) above, the School shall provide special
accommodations in addition to basic program services and in accordance with the Student's IEP
upon the execution of (i) an individual price application and approval of same by the
Massachusetts Operational Services Division or (ii) upon written authorization secured by the
LEA from the Parent, as defined in Section 8(i), for the School to access third party coverage
including, without limitation, reimbursement through the Medicaid program or the
Massachusetts Department of Children and Families.

(c) Notwithstanding the fact that the School's program price is authorized on an
annual basis, the School's program will operate based upon a calendar of the School's services,
which calendar is provided upon request to the LEA or Parent.

(d) In carrying out their obligations under this Agreement and with respect to the
Student, the School and the LEA shall comply with the applicable provisions of Chapter 71B of
the Massachusetts General Laws, 603 CMR 28.00, *et seq.*, 603 CMR 18.00, *et seq.* and 808
CMR 1.00, *et seq.* of the Code of Massachusetts Regulations issued thereunder. Without
limiting the generality of the foregoing, the School shall provide publicly-funded students with
all substantive and procedural rights held by eligible students, including, without limitation,
those specified in 603 CMR 28.09. The School shall comply with all other applicable

requirements of 603 CMR 28.00 *et seq.* and applicable policy statements and directives issued by the Massachusetts Department of Elementary and Secondary Education.

(e) Records of the Student shall be kept confidential by the School in accordance with the Massachusetts Student Record Law, M.G.L. c. 71, Sections 34D and 34F and 603 CMR 23.00 *et seq.*, provided that the School may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. The School may provide others with such records or the information contained therein if the School is obligated to disclose the same by law or by order of a court, governmental body or administrative agency. The School shall allow the LEA to monitor and evaluate the education of the Student and shall make available, upon request, any records pertaining to the Student to authorized LEA personnel that are not otherwise held confidential or restricted by 603 CMR 23.00 *et seq.* or other applicable laws or regulations.

(f) The LEA represents and warrants that all information the LEA may have and all information reasonably available to the LEA that is material to an understanding of the Student's description, history, behavior, educational capacity or relevant medical information is contained in the IEP or has been provided to the School in writing.

(g) The School shall allow the LEA to conduct site visits to the School, which visits may be (i) unannounced or (ii) announced and at a time mutually acceptable to the parties. During such LEA site visits, the School shall allow the LEA to review all documents relating to the provision of special education services to Massachusetts students at public expense that are not otherwise held confidential or restricted by 603 CMR 23.00, *et seq.*, or other applicable laws or regulations. Subject to the foregoing, the following documents may be reviewed by the LEA in connection with such site visits: (a) general documents available to the public; (b) documents specifically related to the Student; and (c) other documents only to the extent that such documents are necessary to verify and evaluate education services provided at public expense.

(h) The School shall provide quarterly student progress reports detailing IEP compliance to the Administrator of Special Education, the LEA and the Parent. Such details shall include progress upon the following IEP goals and objectives: (i) socialization, (ii) education, (iii) residential living and (iv) community integration.

2. Transportation

The LEA shall be responsible for providing and funding transportation for the Student from the Parent's home to the School and from the School to the Parent's home.

3. Agreements with Other Parties

(a) Agreements with Parent. Notwithstanding the fact that this is a contract between the School and the LEA, placement of the Student at the School is conditional upon an agreement between the Parent and the School (the "Contract for Parents") pursuant to which the Parent shall, among other things, agree to the following: (i) pay incidental expenses and/or other expenses which the Parent explicitly and voluntarily assumes; (ii) notify the School of any

change including, but not limited to, address or residence, divorce, guardianship and/or custody; (iii) consent to emergency medical care services in accordance with applicable law; except in an emergency, when an unforeseen combination of circumstances of the resulting state calls for immediate action, the School shall not administer or arrange for prescription and administration of antipsychotic medication unless informed written consent is obtained from the Parent, or unless judicial approval is received by the School; the LEA shall be notified of the need for consent; (iv) provide access to a health insurance plan for routine or emergency medical and dental care, including, without limitation, a prescription drug benefit. Notwithstanding any prescriptions administered by the School's medical staff, the School is not responsible for the cost of medical and/or dental care, including, without limitation, the cost of prescription drugs; (v) although such services are offered to the Student, the School shall not be obligated to provide any social, medical, psychological and psychiatric and/or individual counseling to Student's family, except as otherwise provided by the Student's IEP or in an agreement, if any, between the School and such family; and (vi) subject to the School's Policy on Student Visits, employs an open door visiting policy; as Parents or those on the Student's "approved visitor list", may visit the School at any time, with or without notice. shall be responsible for coordinating family services/contacts between and the Student's Parents and the Student and his/her family, including, but not limited to, periodic progress updates and notifications, home visits, telephone calls, parent training, and behavioral family counseling. If the Parent is unable to enter into such an agreement with the School, or defaults with respect to such an agreement, the LEA shall assume the responsibilities set forth in (i)-(vi) of this Section 3(a).

(b) LEA Agreements with Other Parties. Any agreements entered into by the LEA with any other party pertaining to the Student, including with the Parent, state agencies or otherwise, which pertain to funding arrangements or any other matters shall be fully disclosed to the School in writing prior to the placement of the Student at the School or at such time any such agreements as made if during the period of Student's placement at the School, by delivery of a copy of any such agreements to the School.

4. Term

The term of this Agreement shall commence on the date of the Student's admission. The term of this Agreement shall terminate upon (i) the Student's discharge or (ii) June 30, 2022, whichever is earlier.

5. Discharge and Termination

(a) The School agrees to use its best efforts to maintain the Student's placement. Notwithstanding the above Section 4, the School may discharge the Student under any of the following conditions:

- (1) By mutual agreement of the School, LEA and the Parent. The LEA shall convene an IEP review meeting within 10 days of receipt of notice from the School for the purpose of planning the Student's discharge. Discharge

will be effective within 30 days of the IEP review meeting unless otherwise agreed to by all parties.

- (2) If: (i) the Student has reached 22 years of age; (ii) the School has not entered into an agreement, satisfactory to the School, with a financially responsible person or agency regarding funding for the Student at the School after the Student has reached 22 years of age; and (iii) the School has given 30 days notice to the LEA and the Parent of the funding agreement required, then the School may terminate the Student's placement at the end of such 30-day period.
- (3) If any invoice, or portion thereof, submitted by the School for services provided with respect to the Student remains unpaid for 30 days after such invoice has been submitted for payment, provided that 10 days elapsed since the School notified the LEA, in writing, of such non-payment.
- (4) The IEP does not accurately present the Student's description, history, behavior, educational capacity or relevant medical information, in that the Student requires a level of staff, services or support, including, without limitation, professional, nursing or paraprofessional services beyond that level regularly provided in the School's program unless such additional services are set forth in an individual price agreement with respect to such Student.
- (5) A clear and present threat to the health or safety of the Student or others exists or some other circumstance makes it inappropriate for the Student to remain at the School, including, without limitation, a threat presented, or circumstance caused, by the Student. The Student will be discharged in accordance with the Emergency Discharge Regulations if and to the extent that such regulations are applicable.
- (6) The Parent has failed to comply with the provisions of the Contract for Parents.
- (7) The LEA has failed to comply with the provisions of this Agreement.

(b) In the case of a serious incident or an emergency pursuant to the Emergency Discharge Regulations, the Student may be discharged immediately provided that the LEA has been given notice of the emergency discharge and a reasonable opportunity to convene an emergency IEP team meeting. Depending upon the nature of the emergency, the School will consider a request from the LEA to delay termination of the Student for up to 14 days to enable the LEA to convene an IEP meeting. Further, emergency termination may be further delayed for not more than an additional 14 days by mutual agreement between the School and the LEA. In no event shall emergency termination be delayed beyond 28 days from the LEA's receipt of notice of the emergency discharge.

(c) Without the School's prior written consent, no absence of the Student from the School shall (i) constitute a termination of the Student's enrollment or (ii) reduce any amount that the LEA is obligated to pay hereunder. If the Student is absent for more than 14 consecutive days, the LEA shall receive notice of such absence for purposes of convening an IEP team meeting.

(d) The School shall not be responsible for, or obligated to provide, any after-care service for the Student after the Student is removed from the School, whether pursuant to the termination of the placement of the Student with the School or otherwise.

6. Fiscal Obligations of the LEA

(a) The LEA shall pay the School as provided herein; such payment obligation shall be absolute and not subject to appropriation, reduction or setoff.

(b) The School shall submit bills to the LEA after the end of each calendar month for services provided during each such month. If the Student is discharged prior to the conclusion of a period for which the LEA has paid in advance, the LEA shall receive from the School a pro-rated credit or refund.

(c) The price to be charged by the School for the basic program shall be the price approved, from time to time, by the Massachusetts Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approve prices for the School. In the event that the School should obtain an adjustment in the price, the LEA shall pay the adjusted price when effective and, in the event that such adjustment is retroactive, the LEA shall pay the School within 30 days after such price is announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted price been in effect during such period.

(d) The LEA shall pay invoices rendered by the School within 30 days after receipt of invoice. In the event that the LEA shall fail to make payment within 30 days after the date of such invoice, the LEA shall pay interest on the amount outstanding from the date of invoice at the rate provided by M.G.L. c. 29, Section 29C for late payments by state agencies. Nothing contained herein shall be deemed to excuse or restrict the School's ability to terminate the Student's enrollment in the School should any amount remain unpaid pursuant to the terms of Section 5(a)(3) above. Notwithstanding that interest may be payable with respect thereto, the obligation to make payments hereunder is absolute with regard to the fiscal year during which the invoice is received by the LEA.

(e) Wherever the LEA has entered into any expressed or implied agreement with any other party to fund any portion of the price, the LEA shall nonetheless be responsible for funding the full price and shall promptly pay to the School, upon receipt of the School's bill, any amount related to the price that is unpaid by such other party or agency, and any costs or expenses incurred by the School in attempting to collect such amounts.

(f) The LEA shall be responsible for any costs or expenses incurred or to be incurred by the School in connection with the enforcement of this Agreement or the collection of amounts that are due to the School hereunder.

7. Remedies

(a) If damages are sustained by the School due to any act or omission for which the LEA is responsible, the LEA shall allow and pay the School the amount of such damages sustained by the School.

(b) A party shall not be liable for failure to comply with the terms of this Agreement if such non-compliance is due to circumstances beyond its control. It is understood and agreed that (i) funding and/or appropriation deficiencies; (ii) any failure of a city or municipality to appropriate sufficient funds; and (iii) other, similar circumstances shall not be deemed circumstances beyond the control of an LEA for purposes of this Agreement.

(c) Except as is provided in this Agreement, the right to damages hereunder shall not give the LEA the right to withhold or delay payment hereunder.

(d) No remedy by the terms of this Agreement conferred upon or reserved by any party hereto is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law, in equity or by statute on or after the date of the Agreement including, without limitation, the right to such equitable relief by way of injunction, mandatory or prohibitory, to prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof.

8. Miscellaneous

(a) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the parties irrevocably submit to the jurisdiction of any Massachusetts court or any federal court sitting in the Commonwealth of Massachusetts over any suit, action or proceeding arising out of or relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it now has or hereafter may have to venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The parties agree that final judgment in any such suit, action or proceeding brought in such a court may be enforced in any court of proper jurisdiction by a suit upon such judgment provided that service of process in any such suit, action or proceeding shall have been effective upon the party or agent for service of process in one of the manners specified in Section 8(b) hereunder.

(b) All notices, requests, demands and other communications provided for hereunder shall be in writing and delivered or mailed by registered mail to the applicable party at the address indicated in the first paragraph of this Agreement or to such other address of which either party may, by registered mail, notify the other. All such notices, requests, demands and other communications shall, when mailed, be effective 3 days after deposit in the mail or, when

delivered, upon receipt.

(c) This Agreement, including any exhibits referred to herein, is complete; all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in the exhibits.

(d) This Agreement shall not be changed, modified or amended except by a writing signed by the parties hereto. No waiver of this Agreement's terms or conditions shall be deemed effective except by a writing signed by the parties hereto. No waiver by either party of any term or condition of this Agreement will be construed as a waiver by such party of any other term or condition; nor will any waiver by either party of any default under this Agreement be construed as a waiver by such party of any other default. It is further understood and agreed that no failure or delay in exercising any right, power or privilege by a party hereto shall operate as a waiver thereof.

(e) This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any person that is not a party to this Agreement except as expressly provided herein. This Agreement shall not be assignable by either party. Notwithstanding the foregoing, (i) the School may assign its rights to payment pursuant to this Agreement as evidenced by the School's accounts receivables; and (ii) the LEA may assign this Agreement, with the prior written consent of the School, in the event that the Parent's residence changes, it being understood, however, that the School is under no obligation to consent to any such assignment.

(f) In the event that a dispute not pertaining to payment arises relating to this Agreement, the LEA and the School agree that prior to initiating a court action they will access an alternative dispute resolution process. If a satisfactory resolution of the dispute is not forthcoming from the alternative dispute resolution process within 30 days, or if no such process is agreeable to the parties, the School or LEA may then immediately initiate legal action to protect their rights under this Agreement.

(g) If any of the provisions of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather such invalid or unenforceable provision or provisions shall be enforced to the maximum extent permitted by applicable law. The parties hereto consent and agree that such provisions shall be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but rather that the scope of such provisions shall be curtailed only to the extent necessary to conform to applicable law.

(h) The School does not discriminate in educational or employment opportunities or decisions for qualified persons on the basis of race, color, religion, national origin, disability, sex, age, sexual orientation, gender identity, or other protected class.

(i) For the purposes of this Agreement, "Parent" shall mean Student's father, mother, guardian or an educational surrogate parent appointed in accordance with federal law. When the father and mother are not living together, the Parent shall be the father or mother with legal custody of the Student for purposes of educational decision-making.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON FOLLOWING PAGE]

The individuals executing this Agreement in their representative capacity hereby acknowledge that they have the authority to bind the representative party to the Agreement.

By: _____

Date: _____

Watertown Public Schools

By: _____

Authorized Signature

Superintendent

Date: _____