AND
WATERTOWN PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Agreement is entered into as of June 27, 2024 by and between and "Parents"), individually and as Parents of adult child or "Student"), on his own behalf, and the Watertown Public Schools ("Watertown" or "District") (all of whom are hereinafter sometimes collectively referred to as "the Parties"), in full and final settlement of any and all claims that the Parties have asserted or could assert against one another, up to and including the date of execution of this Agreement, concerning the provision of special education and related services for Student.

WHEREAS the Parties agree that the Student is a child with a disability, within the meaning of the Individuals with Disabilities Education Act, 20 U.S.C. §§1400-1487, and M.G.L. c. 71B, residing within Watertown, MA;

WHEREAS Watertown has the responsibility of arranging the provision of special education and related services for the Student;

WHEREAS on or about February 2020, the Parents and Watertown entered into a Settlement Agreement resolving any and all claims concerning the provision of special education and related services for Student through June 30, 2024;

WHEREAS, subsequent to this Settlement Agreement, disagreements arose between the Parties concerning the appropriateness of the placement and program of special education that Watertown proposed for the Student for the 2024-2025 school year;

WHEREAS the Parties desire to resolve their disagreements regarding the 2024-2025 school year expeditiously, economically, and without the time, cost, and uncertainty of litigation;

NOW THEREFORE, in consideration of the settlement of this matter and in lieu of a formal hearing, and in consideration of the mutual covenants and promises contained herein, the adequacy of which consideration is hereby acknowledged, the Parties agree as follows:

1. This Agreement covers the period of July 1, 2024 through August 31, 2026.

2. The Parties agree that the cost of Student's placement at the School ( ), located in Massachusetts, for the term of the Agreement, shall be borne as follows:

   A. Tuition: Watertown shall fully fund Student's residential placement at including summers 2024, 2025 and 2026, at the residential public tuition rate established by the Commonwealth of Massachusetts Operational Services Division. Watertown will pay directly through arrangements made between Watertown and

B. Transportation: Parents shall be responsible for arranging, providing, and funding Student's transportation between their Watertown residence and during the term of this Agreement without reimbursement from Watertown.

C. Other Services and Expenses: The Parents/Student agree that, except as provided in this Agreement, Watertown shall have no further obligation to fund or provide any other regular or special education services for Student, including but not limited to any evaluations, transition services, extended year services, compensatory services, tutoring, homework clubs or any other expenses. Parents/Student shall additionally be responsible any ancillary costs such as books, personal expenses or expenses related to extracurricular activities associated with Student's placement at Riverview during the term of the Agreement.

3. The Parties acknowledge that Student has met the state and local requirements for graduation from high school with a diploma. The Parents and Student agree that Student shall not have any "stay put" rights to continued services or support for his placement at or any other school or services from and after , and that as of , Student's entitlement to education, special education and transition services under state and federal law will irrevocably end, and that he will not receive any further or other educational or related services from or through Watertown.

4. Except as provided herein, the Parties agree to waive the requirement of Watertown holding Team meetings, developing IEP's, conducting any further evaluations or funding any independent educational evaluations for the duration of this Agreement.

5. On full execution of this Agreement, Parents and Student agree and acknowledge that any claims which could have been brought before the BSEA or any other form up to the date of this signed Agreement are forever waived and dismissed, with prejudice.

6. Parents and Student waive any claims against Watertown for , suspension, cessation or variation of educational services while Student attends Riverview during the term of this Agreement. Parents and Student agree to hold Watertown harmless for any claims for compensatory or additional services arising out of any school closures while the Student attends during the term of this Agreement.

7. Watertown agrees to fund the above-described portion of Student's tuition at during the term of this Agreement, so long as (a) Student continues to reside within the City of Watertown, except as otherwise provided by M.G.L. c. 71B, § 5; and (b) Student is and continues to be accepted at , participates in his educational program (except for absences because of illness or otherwise in accordance with the policy of excused absences), and otherwise remains a student in good standing at Watertown shall not have any obligation to fund any portion of Student's placement at for any period which he is not in actual attendance, or participating in the

program as specified by the IEP, except for as related to school closures and/or remote learning and except for absences because of illness or otherwise in accordance with the policy of excused absences. Parents and Student further agree to notify the Director of Student Services, in writing, within five (5) school days should they move from their current residence.

8. Upon execution of this Agreement, Watertown will administratively amend the currently-proposed IEP to reflect residential placement at consistent with this Agreement. The IEP and placement page will state that the placement is made pursuant to a written agreement. Parents/Student agree to fully accept this IEP and placement. Prior to the expiration of this IEP and for the remainder of the term of this Agreement, Watertown will annually draft and issue, with input from and Parents, administrative IEPs reflecting residential placement at for the IEP period at issue. The IEPs and placement pages will state that the placement is made pursuant to a written agreement. Parents/Student agree to promptly and fully accept these IEPs and residential placement at per written agreement during the term of this Agreement.

9. This Agreement does not constitute an admission by Watertown that the proposed IEPs developed pursuant to this Agreement and/or residential placement at is the least restrictive, appropriate placement capable of assuring Student a free and appropriate public education (FAPE) and the IEPs and placement may not be used by any person or entity in any claim involving Watertown. The Parties acknowledge that the IEPs prepared by Watertown pursuant to this Settlement Agreement shall not be used at any subsequent due process hearing as evidence that Student requires a residential placement or services to receive FAPE. Instead, the Parties acknowledge that the IEPs prepared pursuant to this Settlement Agreement are for the sole purpose of resolving this disputed claim.

10. In the event that Student's enrollment at s terminated for any reason, or the Parents/Student reasonably believe that such enrollment is likely to be terminated, prior to , then the Parents/Student shall immediately so notify Watertown. Watertown, on receipt of such notice, shall have the right and responsibility to convene a Team to develop an IEP and placement for Student, and "placement pending" appeal shall a transition day placement at or if not accepted at transition day placement of Watertown's choosing. Parents/Student agree to participate in good faith in a referral process to identify such transition day placement. Nothing contained in this paragraph shall impact the termination of eligibility date set forth in paragraph 3 herein or impact Parents' obligations to arrange for, provide, and fund Student's transportation to/from or other transition day placement as set forth in paragraph 2.B. herein.

11. Watertown shall have the right to monitor Student's progress at through reasonable observations, including but not limited to observations of remote learning if applicable, review of periodic progress reports, and conversations with staff without the necessity of written consent or prior notice to Parents/Student. Parents/Student agree to promptly provide Watertown with copies of any and all reports,

assessments or evaluations regarding Student, which they commission or receive during the term of this Agreement.

12. Parents/Student stipulate that is wholly of their own selection; that Watertown has not represented anything to them in relation to the merits of said placement; they relied solely on their own evaluation of the placement to determine its appropriateness; and Parents/Student agree to indemnify, pay defense costs of Watertown's counsel and hold Watertown harmless for any claims that they might bring arising from or associated with Student's enrollment and participation in the program and placement at except as to enforcement of the Agreement.

13. This Agreement shall not constitute an admission by Watertown that the services previously proposed or implemented for Student were in any way inappropriate or inadequate or that Student's rights have been violated in any manner. Similarly, this Agreement does not constitute an admission by Parents that the services previously proposed or implemented by Watertown for Student were appropriate or adequate. This Agreement is entered into by the Parties for settlement purposes only.

14. Neither anything contained in this Agreement, nor the fact that any party has signed this Agreement, shall be construed as an admission by any party as to any issue of fact or law that was or could have been in dispute between them. The Parties enter into this Agreement for settlement purposes only.

15. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, Parents, on their own behalf and as parents of Student, and Student, on his own behalf and on behalf of his heirs, representatives, successors and assigns hereby release and forever discharge Watertown Public Schools, the Watertown School Committee and the City of Watertown, jointly and severally, and their respective officers, agents, employees, volunteers, teachers, staff, School Committee members, attorneys, board members, officials, and representatives, successors and assigns, in both their official and individual capacities, (hereinafter referred to in the Paragraph as the "Watertown Released Parties") from and against any and all debts, demands, actions, causes of action, suits, sums of money, contracts, controversies, agreements, promises, claims for personal injury or emotional distress, executions, liabilities, and any and all other claims of any kind, nature and description whatsoever, both KNOWN and UNKNOWN, both in LAW and EQUITY, Parents, on their own behalf and as parents of Student, and Student, on his own behalf, have or ever had against the Watertown Released Parties jointly or severally, from the beginning of the world to the date of this Agreement, arising out of, or relating to Student's enrollment and/or participation as a student at the Watertown Public Schools, including but not limited to the provision of education, special education and related services to Student, up to the date of this signed Agreement. The foregoing release shall become effective upon execution of this Settlement Agreement. Except as provided in this Agreement, the Parents and Student expressly waive any claim to reimbursement for any attorneys' fees and any claims for compensatory services and/or compensatory damages for any events prior to the date of this signed Agreement.

16. By signing this Agreement, each party acknowledges that the party has been afforded ample opportunity to review this Agreement with advisors of the party's choice; that the party has read and understood the Agreement; and that the party has signed this Agreement freely and voluntarily, without any further inducements or promises except as set forth herein. More particularly, and without limiting the generality of the foregoing, the Parties understand and acknowledge that they are waiving specific rights which may accrue to them pursuant to M.G.L. c. 30A (the Administrative Procedure Act) and c. 71B ("Chapter 766"), 20 U.S.C. §§1400 et seq. ("IDEA"), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act ("ADA"), up to the date of this Agreement.

17. This Agreement may be amended or modified only by a writing signed by all Parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

18. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, all of the remaining portions of this Agreement shall nevertheless remain in full force and effect.

19. This Agreement sets forth the entire and complete understanding agreement between the Parties. No party is relying on any written or oral statement or representation not set forth herein. This Agreement may be executed in counterparts.

20. The Parents, Student and Watertown will maintain the confidentiality of this settlement and the specific and general terms thereof and agree to keep confidential the terms and conditions of this Agreement. Parents and Student may disclose the terms of this Agreement to financial, educational, and legal advisors; accountants of and immediate family members. The Parties may also release copies of this Agreement to comply with the requirements of federal, state or local law or in response to a valid subpoena or the orders of a court or administrative body. In response to any inquiries about the dispute, the Parties and their attorneys shall simply state that they reached a mutually agreeable resolution. This provision does not prevent the Parents or the Student from acknowledging that the Student attends or from disclosing this Agreement in court or at the BSEA to enforce the terms thereof. The Parties will not disseminate information about the terms of this settlement agreement via the internet, World Wide Web, spedpac sites, blogs or social media sites.

21. Watertown warrants and certifies that its undersigned representative is duly authorized to execute this binding Agreement on its behalf.

22. hereby warrants that he is the parent of Student, with full power and authority to sign this Agreement on his own behalf.

23. hereby warrants that she is the parent of Student, with full power and authority to sign this Agreement on her own behalf.

24. Student hereby warrants that he has reached age of majority and has full power and authority to sign this Agreement on his own behalf.

25. This Agreement shall be effective as a sealed instrument, and shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement in three (3) triplicate originals as of the date set forth above.

_____
Individually and as
Parent of

_____
, Individually and as
Parent of

_____
Individually and
On his own behalf



DR. KATHLEEN DESMARAIS,
Director of Student Services,
duly authorized on behalf of the
WATERTOWN PUBLIC SCHOOLS