and Watertown Public School District

AGREEMENT

This Agreement is entered into as of September 5, 2023 by and between and ("Parents"), individually and on behalf of their minor child, (" or "Student"), and the Watertown Public School District ("Watertown" or "District") (all of whom are hereinafter sometimes collectively referred to as "the Parties"):

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 the Parties desire to resolve any potential subsequent disagreements 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 May 1, 2023 through August 30, 2024, inclusive of the academic year and extended school year programming.

2. The Parties agree that the cost of Student's day placement at the Program and School located in Massachusetts, for the term of the Agreement (April 24, 2023 through August 30, 2024) shall be borne as follows:

   a. **Funding**. Watertown Public Schools shall fund the student's placement at FUSE Program as follows:
      i. Pro-rated tuition $979.50 for the last week in April 2023;
      ii. Tuition for May and June 2023 at a total amount not to exceed $3,918.00 per month;
      iii. Speech 1x 45 minutes weekly at $160 per session for May 2023 and OT 1x 45 minutes weekly at $160 per session for May 2023.
      iv. Pro-rated summer ESY tuition not to exceed $6,000.00 for 6 weeks for 2023 and 2024;
      v. Tuition of $3,918.00 per month for 10 months Sept. 2023 – June 2024;
      vi. Speech 2 X 45 minutes weekly at $160 per session for June 1, 2023 through June 30, 2024.
      vii. Speech 1 x 45 minutes weekly at $160 per session for July 1, 2024 through August 30, 2024.

viii. OT 1 X 45 minutes weekly at $160 per session for June 1, 2023 – August 30, 2024 for 15 months for services to be funded only for when school is in session.

Watertown will pay directly through arrangements made between the Program and School and Watertown.

b. **Transportation**. Watertown shall be responsible for arranging for and providing Student's transportation (1 round trip per day) between the Student's Watertown residence and the Program and School in , MA in the mornings and from 'rogram and School to or the Student's Watertown residence in the afternoons during the term of this Agreement. Watertown will reimburse Parents for transportation they provided to Program and School to School/the Student's Residence between April 2023 and August 30, 2023 at the state transportation reimbursement rate upon submission of sufficient documentation verifying mileage and dates. On dates that the school is closed, transportation will be provided to the home. Parent will provide these dates to the district in advance and to the transportation company as soon as they are known.

c. **FAPE:** The Parents 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 during the term of this Agreement and the parties agree that the placement with the required OT and Speech services, provides the Student with FAPE.

d. **Evaluation**: Watertown agrees to fund a mutually-agreed upon outside evaluator to conduct a re-evaluation of Student (including but not limited to kindergarten readiness) in or about March 2024 and that the team (including Parents) will meet following this evaluation to develop an IEP for Student for school year 2024-2025. The team will include the Parents, the mutually-agreed upon outside evaluator, the achers/ providers, and Watertown special education team members. The parties agree that Student shall have no stay put rights to public funding at the Program and School after August 30, 2024 unless deemed appropriate by the outside evaluator and the team. The Parties agree that Student's "placement pending" shall be Watertown, unless the mutually agreed-upon independent evaluator (services paid for by Watertown) and the team determine that Student is in need of services that either cannot be provided or met by Watertown and therefore requires placement in a more restrictive setting. Should the evaluator and team determine Student is not kindergarten ready for the Fall of 2024 and requires another year of schooling prior to entering kindergarten, the team shall consider whether Student should shall remain at Program and School for the additional year. If there is a dispute regarding placement, the parties agree to participate in a mediation with the BSEA in a timely manner.

3. Upon execution of this Agreement, Watertown shall, in consultation with issue an administrative placement page with placement at the Program and School for the period consistent with this Agreement. The placement page will state that the placement

is made pursuant to a written agreement. Parents agree to sign the placement page and Parents waive any stay put rights to the Program and School after August 30, 2024, unless deemed necessary by the independent evaluator and team as outlined above. In or about March 2024, Watertown will convene a team meeting with Parents to draft a revised IEP and placement for Student for the period beginning September 1, 2024 with a placement at Watertown Public Schools.

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

5. The parties acknowledge that the agreement is intended only to address Watertown's duty to provide special education services and no other claims or disputes that may exist beyond the jurisdiction of the BSEA.

6. Watertown agrees to fund the above-described portion of Student's tuition at the Program during the term of this Agreement, so long as (a) Student continues to reside within the Town of Watertown, except as otherwise provided by M.G.L. c. 71B, § 5; and (b) Student is and continues to be accepted at the Program, participates in their educational program (except for absences because of illness or otherwise in accordance with the Program policy of excused absences), and otherwise remains a student in good standing at the Program. Parents further agree to notify the Director of Student Services, in writing, within five (5) school days should they move from their current residence.

7. Parents stipulate that is wholly of their own selection and that Watertown has not represented anything to them in relation to the merits of said placement and that Parents agree that the Program provides their Student with FAPE;

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. The Parents 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 may disclose the terms of this Agreement to financial, educational, and legal advisors; accountants of the Program and School; 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 the Program 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.

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

15. hereby warrants that he is the parent and legal guardian of Student, with full power and authority to sign this Agreement on Student's behalf as well as his own.

16. hereby warrants that she is the parent and legal guardian of Student, with full power and authority to sign this Agreement on Student's behalf as well as her own.

17. 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 two (2) duplicate originals as of the date set forth above.

Individually and as
Parent on behalf of

Individually and as
Parent on behalf of

KATHLEEN DESMARAIS,
Director of Student Services,
duly authorized on behalf of the
WATERTOWN PUBLIC SCHOOL
DISTRICT