, AND

WATERTOWN , SCHOOL DISTRICT

03/29/2024
03/29/24
4/1/2024

SETTLEMENT AGREEMENT

This Agreement is entered into as of March 29, 2024 by and between and , ("Parents"), individually and on behalf of their minor child, (" "Student"), and the Watertown Public School District ("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 disagreements arose between the Parties concerning the appropriateness of the placement and program of special education that Watertown proposed for Student for the 2022-2023, 2023-2024 and 2024-2025 school years;

WHEREAS on or about September 2022, Parents unilaterally placed Student at School (hereinafter '), located in

WHEREAS the Parties desire to resolve their disagreements regarding the 2022-2023, 2023-2024 and 2024-2025 school years expeditiously, economically, and without the time, cost, and uncertainty of litigation;

NOW THEREFORE, in consideration of the settlement of the current dispute and in consideration of the mutual covenants and promises contained herein, the adequacy of which consideration is hereby acknowledged, the Parties agree to the following:

1. This Agreement covers the period of three (3) school years, specifically from July 1, 2022 through June 30, 2025, which are understood to be Student's 5th, 6th and 7th grade years.

2. The Parties agree that the cost of Student's day placement at during the term of the Agreement, shall be borne as follows:

   A. Tuition:

      a. 2022-2023 School Year. Parents shall fully fund Student's placement at during the 2022-2023 school year without reimbursement from Watertown.

b. 2023-2024 School Year. Parents and Watertown shall cost share Student's day placement at tuition during the 2023-2024 school year through reimbursement of Parents. Watertown shall reimburse Parents in an amount not to exceed twenty-two thousand five hundred dollars ($22,500.00), which is understood to be fifty percent (50%) of the tuition paid by Parents to for Student's placement during this school year. Watertown's reimbursement of Parents shall be conditioned upon Parents' submission of documentation verifying their payment of full tuition to in the amount of forty-five thousand dollars ($45,000.00) on or before June 15, 2024. Acceptable documentation shall consist of paid invoices, cancelled checks, credit card statements and tuition plan statements or other documents reasonably required by Watertown evidencing Parents' payment of such tuition. Watertown shall use good faith efforts to provide reimbursement to Parents within sixty (60) calendar days of receipt of acceptable documentation described herein.

c. 2023-2024 School Year. Watertown shall fully fund Student's day placement tuition at during the 2023-2024 school year through reimbursement of Parents, which amount is understood to be forty-nine thousand dollars ($49,000.00). Watertown's reimbursement of Parents shall be conditioned upon Parents' submission of documentation verifying their payment of full tuition to in the amount of forty-nine thousand dollars ($49,000.00) on or before June 15, 2025. Acceptable documentation shall consist of paid invoices, cancelled checks, credit card statements and tuition plan statements or other documents reasonably required by Watertown evidencing Parents' payment of such tuition. Watertown shall use good faith efforts to provide reimbursement to Parents within sixty (60) calendar days of receipt of acceptable documentation described herein.

B. Transportation:

a. 2022-2023 School Year. Parents shall arrange for and provide transportation for Student to and from her Watertown residence and without reimbursement from Watertown.

b. 2023-2024 School Year. Parents and Watertown shall share the costs associated with transportation of Student to/from her Watertown residence and through reimbursement to Parents. Watertown shall reimburse Parents in an amount not to exceed four thousand dollars ($4,000.00), which is understood to be fifty percent (50%) of the cost of transportation for this school year. Reimbursement shall be contingent upon receipt of acceptable documentation including invoices from for said transportation costs and proof of Parents'

payment of these costs. Request for reimbursement must be submitted on or before June 15, 2024. Watertown shall use good faith efforts to reimburse Parents within sixty (60) calendar days of receipt of acceptable documentation described herein.

c. 2024-2025 School Year. Watertown shall reimburse Parents for the costs associated with transportation of Student to/from her Watertown residence and in an amount not to exceed ten thousand dollars ~~($10,000.00)~~ $10,000.00. Reimbursement shall be contingent upon receipt of acceptable documentation including invoices from 's for said transportation costs and proof of Parents' payment of these costs. Request for reimbursement must be submitted on or before June 15, 2025. Watertown shall use good faith efforts to reimburse Parents within sixty (60) calendar days of receipt of acceptable documentation described herein.

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C. The Parents agree that, except as provided in this Agreement and only as it relates to the 2022-2023, 2023-2024, and 2024-2025 academic years, 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 or other services related to pandemic-related school closures or decisions by Parents to keep Student out of school, tutoring, homework clubs or any other expenses. Parents shall additionally be responsible for any ancillary costs such as books, personal expenses or expenses related to extracurricular activities associated with Student's placement at during the term of the Agreement.

D. Parents agree that Student shall not have any "stay put" rights to continued placement at or any other out-of-district placement or services, from and after June 30, 2025, as it relates to the Student's 2022-2023, 2023-2024, or 2024-2025 placement at pursuant to this agreement.

3. Parents waive any claims against Watertown for 's suspension, cessation or variation of educational services while Student attends during the term of this Agreement. Parents 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.

4. 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 their 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 she not in actual

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

5. This Agreement shall not constitute an admission by Watertown that the services or placement previously proposed or implemented for Student were in any way inappropriate or inadequate, that Student's rights have been violated in any manner, or that Student requires an out-of-district placement or services to receive a FAPE. Similarly, this Agreement does not constitute an admission by the Parents that the services or placement previously proposed or implemented by Watertown for Student were appropriate or adequate. This Agreement is entered into by the Parties for settlement purposes only.

6. On full execution of this Agreement, the Parents agree and acknowledge that any claims which could have been brought before the BSEA or any other forum up to the date of this signed Agreement are forever waived and dismissed, with prejudice. The Parents hereby dismiss with prejudice the matter filed at the BSEA and captioned v. **Watertown Public Schools**, BSEA # and waive any claims for attorney's fees.

7. In the event that Student's enrollment at is terminated for any reason, or the Parents reasonably believe that such enrollment is likely to be terminated, prior to June 30, 2025, then the Parents 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 be the placement proposed by Watertown.

8. The Parties are excused from performance of any terms of this Agreement made impractical by any governmental directives arising from or related to COVID-19 or other pandemic issues. In that event, the Parents and Watertown agree to work collaboratively to consider an extension of time for performance if warranted. The Parties agree that, while Student attends pursuant to this Agreement, if closes its physical campus temporarily due to COVID-19 or other reasons, then shall remain responsible for providing Student with remote learning services. Parents expressly waive any claims for compensatory services and/or compensatory damages from Watertown that might arise from COVID-19 or other pandemic-related governmental directives or restrictions while Student attends ; during the term of this Agreement, including any claims related to s suspension, cessation or variation of educational services due to COVID-19 or other pandemic.

9. Watertown shall have the right to monitor Student's progress at , through reasonable observations, review of periodic progress reports, and email conversations with . staff without the necessity of written consent or prior notice to Parents, though the District agrees to copy (cc) Parents on the District's written/email communications with , regarding the Student. Parents agree to promptly provide Watertown with copies of any and all reports, assessments or evaluations created

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

10. Parents 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 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 for the 2022-2023, 2023-2024, or 2024-2025 academic years, except as to enforcement of the Agreement.

11. Parents agrees that, in the event that Student, after reaching the age of majority, initiates any legal proceedings seeking to invalidate or set aside any portion of this Agreement, for any reason, Parents shall hold Watertown harmless and shall defend, with counsel of Watertown's choosing, and indemnify Watertown for any liability, judgment, legal fees or other costs or expenses arising from such legal proceedings pertaining to the placement set forth in this Agreement.

12. The Parties 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 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.

13. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, Parents, on their own behalf and on behalf of their minor child, Student, and her 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 on behalf of their minor child, Student, 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 ~~Regional~~ Public School District, 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 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.

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. 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.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. ıereby 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.

22. 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

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