AND

WATERTOWN PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Agreement is made as of the __6th__ day of September, 2023, by and between and ("Parents"), individually and on behalf of their minor child, (or "Student"), 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 eligibility and provision of special education and related services for Student.

WHEREAS the Parties agree that Student is a student 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 Student;

WHEREAS disagreements arose between the Parties concerning the appropriateness of the programs of special education that Watertown proposed for Student for the 2022-2023 school year;

WHEREAS Parents unilaterally placed Student at for the 2022-2023 school year, following termination from which Parents unilaterally enrolled Student in on or about December 12, 2022;

WHEREAS the Parties desire to resolve their 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 three (3) years, specifically the period from December 1, 2022 through December 31, 2025 ("term of Agreement").

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

   A. For each school year, 2022-2023, 2023-2024, 2024-2025, and 2025-2026, including summers, Watertown shall reimburse Parents for the tuition rate associated with academic courses taken by Student and credited toward graduation from ith a iploma, plus the required registration fee. Watertown's reimbursement of Parents shall be conditioned upon Parents' submission of documentation verifying their payment of tuition and registration fees for the courses for which reimbursement is sought, Student's attendance for

those courses, and Student's receipt of a passing grade in those courses. Documentation of payment shall consist of copies of receipts from for tuition and registration fee payments made and copies of the front and back of check and/or credit card invoices. For the 2023-2024, 2024-2025, and 2025-2026 school years, Parents shall use good faith efforts to submit requests for reimbursement to Watertown on or before May 10th of the school year for which reimbursement is sought. Watertown shall use good faith efforts to reimburse Parents within sixty (60) calendar days following receipt of document required by this paragraph for reimbursement. A failure by either party to strictly comply with the timeline obligations set forth in this paragraph shall not void any other term of this agreement.

B. Parents shall be responsible for any ancillary costs such as books, devices, personal expenses, fees (other than required registration fees), or expenses related to elective courses or extracurricular activities associated with Student's placement at Fusion during the term of the Agreement.

C. Parents shall arrange for and provide transportation for Student to and from his Watertown residence to during the term of this Agreement without reimbursement from Watertown.

D. 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, 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.

3. The Parties acknowledge that Student is expected to graduate from high school with a diploma from n or about December 2025. The Parents agree that Student shall not have any "stay put" rights to continued services or support for his placement at from and after December ., 2025 even if Student does not receive a high school diploma or certificate of completion by December 2025.

A. If Student earns a diploma from n or before December 2025 (e.g. Student has sufficient credits to graduate from with a diploma in June 2025), he shall promptly accept this diploma and his 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.

B. If, as of October 15, 2025, it does not appear that Student will receive a diploma from n or about December 2025, Watertown shall convene a Team to develop an IEP and identify a placement for Student for the remainder of the 2025-2026 school year with the purpose of the IEP being to support Student in earning and accepting a diploma. Watertown shall provide Parents with a copy of the proposed IEP and Team Determination of Placement developed at said

meeting by no later than November 1, 2025. The Parents agree that they will respond to said IEP within thirty (30) calendar days of receipt thereof and that their failure to respond within this timeframe shall constitute a rejection of the proposed IEP and placement. If there is a dispute between Parents and Watertown regarding the services and/or placement proposed for the remainder of 2025-2026 school year, Parents agree that Student's "placement pending appeal" shall be a mutually agreeable Chapter 766-approved public or private day school. To facilitate the development of an IEP/proposal of placement in accordance with this paragraph, the Parents agree to promptly provide Watertown with copies of any and all evaluation reports or educational observations regarding Student which they commission or receive during the term of this agreement. Parents further consent to permit Watertown to conduct an evaluation of Student, as necessary, to facilitate the development of an IEP/proposal of placement in accordance with this paragraph. Parents agree to make Student available for these assessments in Watertown and to provide information required to complete this testing. Parents acknowledge that this Agreement shall serve as consent and shall not require additional documents or information to perform the evaluation. A failure by Watertown to strictly comply with the timeline obligations set forth in this paragraph shall not void the placement pending appeal status as described herein.

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. Watertown shall have the right monitor Student's progress at during the term of this Agreement through reasonable observations, review of periodic progress reports, and conversations with staff without the necessity of written consent or prior notice to the Parents.

6. In the event that Student's enrollment at is terminated for any reason, or Parents reasonably believe that such enrollment is likely to be terminated, prior to June 30, 2025, then 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 a mutually agreeable Chapter 766-approved public or private day school. Parents further consent to permit Watertown to conduct an evaluation of Student, as necessary, to facilitate the development of an IEP/proposal of placement in accordance with this paragraph. Parents agree to make Student available for these assessments in Watertown and to provide information required to complete this testing. Parents acknowledge that this Agreement shall serve as consent and shall not require additional documents or information to perform the evaluation.

7. In the event that Student accrues more than ten (10) unexcused absences in a single semester or fails a core academic course, prior to December , 2025, Watertown shall have the right, after discussion with Parents and/or Student and . . . to terminate this Agreement. In the event of such termination, Watertown shall promptly convene a Team to develop an IEP and placement for Student, and "placement pending appeal" shall be a mutually agreeable Chapter

766-approved public or private day school. Parents further consent to permit Watertown to conduct an evaluation of Student, as necessary, to facilitate the development of an IEP/proposal of placement in accordance with this paragraph. Parents agree to make Student available for these assessments in Watertown and to provide information required to complete this testing. Parents acknowledge that this Agreement shall serve as consent and shall not require additional documents or information to perform the evaluation.

8. Watertown is 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 Fusion either closes its physical campus temporarily due to COVID-19 or other reasons, ther shall remain responsible for providing Student with remote learning services. Parents expressly waive any claims for compensatory services from Watertown that might arise from COVID-19 or other pandemic-related governmental directives or restrictions while Student attends uring the term of this Agreement, including any claims related to suspension, cessation or variation of educational services due to COVID-19.

9. The 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 the Parents agree to defend with counsel of Watertown's choosing, indemnify and hold Watertown harmless for any claims arising from or associated with Student's enrollment and participation in the program and placement at except as to enforce the terms of this Agreement.

10. The Parties further agree that, should Student remain at (or any other unapproved school) through high school, he will not be eligible to receive a diploma from the Watertown Public Schools or any other public school district as is not a Chapter 766 approved special education program and does not administer MCAS testing. Parents additionally understand, acknowledge and agree that Student will not be participating in MCAS testing.

11. 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 olicy of excused absences), and otherwise remains a student in good standing at Fusion. Watertown shall not have any obligation to fund any portion of Student's placement at for any extended period in which he is not in actual attendance due to unexcused absences or is not participating in the program as specified by the IEP. Parents agree that in the event they move from their current Watertown residence they shall provide written notice of such move and new address to the Director of Student Services within five (5) business days.

12. 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 the Parents that the services previously proposed or implemented by Watertown for Student were appropriate or adequate. Further, 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. This Agreement is entered into by the Parties for settlement purposes only.

13. 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.

14. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement and , on their own behalf and on behalf of their minor child Student and his heirs, representatives, successors and assigns hereby release and forever discharge the 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, which and on their own behalf and as parents and legal guardians on behalf of their 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 regular education and special education needs and related services up to the date of this signed Agreement. The foregoing release shall become effective upon execution of this Settlement 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, including claims for compensatory services related to the COVID-19 pandemic.

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. Parents agree 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.

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 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 t School personnel, financial and legal advisors and accountants, 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 Student from acknowledging that Student attends The Parents 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 and legal guardian of Student, with full power and authority to sign this Agreement on Student's behalf as well as his own.

23. 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.

24. 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.

06/23

, individually
and on behalf of

9/6/2023

, individually
and on behalf of

KATHLEEN DESMARAIS
Director of Student Services
Willistown Public Schools