AGREEMENT

This Agreement is made as of the 12 the day of December 2023, by and between and and ("Parents") and individually and on behalf of their son ("" and "Student"), and the Watertown Public Schools ("Watertown") (all of whom are hereinafter sometimes collectively referred to as "the Parties"), concerning the provision of education, special education and related services for

WHEREAS the Parties agree that 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;

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

WHEREAS disagreements arose between the Parties concerning school discipline and educational and special education services/placement for

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. Watertown agrees to send a referral packet to potential out-of-district therapeutic programs and requesting enrollment for is a temporary day placement and extended evaluation that will take place for a forty-five (45) day period beginning on the date that starts attending the program following acceptance and intake. Parents hereby grant consent for Watertown to send the referral packet to each of the school programs identified in this paragraph. If is not accepted to any of the schools, the parties shall use best efforts to identify other programs for referral.

2. After receiving admissions determinations from the programs, Watertown and Parent will use good faith efforts to mutually select a particular program for to attend for the forty-five-day evaluation period. Watertown agrees to fund the extended evaluation and to provide transportation fo between his home and the program for the extended evaluation period. Until is accepted and enrolled at an evaluation program, the parties agree that shall remain at home and receive 2 hours of virtual tutoring per school day as arranged through Watertown.

3. At least five school days prior to the end of the 45-day period, Watertown shall convene a Team to consider the assessments, make any necessary and appropriate amendments to IEP, and determine placement.

4. Watertown agrees to hold in abeyance the long-term suspension/expulsion hearing determination noticed under M.G.L. Chapter 37H ½ and the policies and rules of the Watertown Public Schools. Watertown reserves the right to hold such hearing in the event that the Parents seek to return to any program located within the Watertown Public Schools while felony charges remain pending.

5. The Parent agrees tha shall not be present on any Watertown Public School property or at any Watertown Public School activity or event during the period of the extended evaluation placement and while there are pending felony charges.

6. Parents waive all claims which could have been brought against Watertown, on their own behalf of on behalf o related to the school discipline procedure and special education from the beginning of the 2023-2024 school year to the date of this agreement.

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

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

9. . hereby warrants that she is the parent and legal guardian of with full power and authority to sign this Agreement on his behalf as well as her own.

10. 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
on behalf of

_____
, Individually and
on behalf of

_____
Kathleen Desmarais,
Director of Pupil Personnel Services,
duly authorized on behalf of the
WATERTOWN PUBLIC SCHOOLS