The Commonwealth of Massachusetts
Division of Administrative Law Appeals
Bureau of Special Education Appeals

14 Summer St., Malden, Massachusetts 02148 Telephone: (781) 397-4750

Agreement Reached through Mediation

Student: ("the Student")
School District: Watertown Public Schools ("the District")
Date: June 27, 2022
BSEA. #:

The following is the Agreement reached at Mediation between the Parents and the Watertown Public School District ("Watertown" or "the District"), collectively referred to as "the Parties."

1. District has found Student now eligible for IEP services. Parents accept the finding of eligibility.

2. There will be an IEP Team Meeting in September 2022 to update the current IEP dated January 19, 2022 through January 18, 2023.
    a. At the September meeting, the District will change the IEP dates from January 19, 2022 through January 18, 2023 to September 2022 through September 2023.
    b. The IEP Team will discuss what if any revisions are necessary to support Student.
    c. The Team will consider Parents' request to add speech and language services/support to the IEP.

3. The District agrees to fund independent evaluations in the following areas: Speech and Language, Educational and Psychological at the state approved rate.
    a. The IEP team will reconvene in the Spring 2023 to review the independent evaluations.

b. In the event that independent evaluations are not completed by Spring 2023, the Parties may return to mediation to discuss next steps regarding eligibility and re-evaluation.

4. This agreement and its terms are confidential between Student's parents and Watertown and they shall not disclose any terms to anyone except as required by law or to enforce this Agreement or for matters relating to the BSEA. If asked about this matter, the Parties shall state that the matter has been resolved to the satisfaction of both Parties. Without breaching this section, the Parties may disclose this Agreement to their attorneys, relevant District staff members, educational consultants, advocates, accountants, medical practitioners, and immediate family members.

5. This Agreement shall remain valid so long as the Student and at least one parent remain residents of Watertown.

6. There is no agreement on any issues beyond what is directly stated in this Mediation Agreement. The Parents and District are not waiving any of their rights afforded to them under State and Federal Special Education and 504 Accommodation laws and regulations.

This Agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and the parent(s) have been voiced and the parties, whose electronic signatures appear below, have made the above agreement in good faith (a PDF of this Mediated Agreement is attached). This Agreement is legally binding and enforceable in Federal District and/or State Courts. The parties whose electronic signatures appear below understand that all discussions that occur during mediation are confidential and may not be used as evidence in a due process hearing or civil proceeding. 603 CMR 28.08(4) and 34 CFR 300.506.

By filling in your name in the space provided below, you are providing your electronic signature and certifying that you agree to this Mediated Agreement and all the terms contained within and that you understand that this is a legally binding ~~agreement between~~ the Parties.

6/27/2022
Date

Parents

Kathleen Desmarais
Director of Student Services
Watertown Public Schools

6/27/2022
Date

Beth L. Ross
Mediator
Bureau of Special Education Appeals
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AGREEMENT TO MEDIATE and RECORD OF ATTENDANCE

Student:
District: Watertown Public Schools
BSEA #:
Mediation Date: June 27, 2022

The Parties, whose e-signatures appear below ("the parties"), agree to have Myrto Flessas ("mediator") mediate their dispute subject to 603 CMR 28.08(4) and 20 USC § 1400 (§300.506) with the following acknowledgments:

Nature of Mediation

The parties understand that mediation is a voluntary settlement process in which a neutral and impartial mediator assists the parties to negotiate a voluntary agreement resolving some or all of their dispute in a collaborative manner. The parties understand that the mediator will work impartially on behalf of all parties to support them in reaching a settlement. The parties understand that the mediator has no authority to decide any case and is not acting as representative, advocate, or legal advisor for any party.

Mediation is Voluntary

All parties here state their good faith intention to complete their mediation by generating a binding mediated agreement. It is, however, understood that any party may withdraw from or suspend the mediation process at any time, for any reason, up until a mediated agreement is signed.

Mediation is Confidential

Mediation is a confidential process (M.G.L. ch. 233, § 23C; 34 CFR § 300.506). Mediation discussions, any draft resolutions, and any unsigned mediated agreements are not admissible in any court or other contested proceeding. The parties agree not to call the mediator to testify concerning the mediation or to provide any materials from the mediation in future or pending litigation.

The Parties agree that they will not video-record, audio-record, or photograph the mediation or mediation materials. It is illegal in Massachusetts to record another person unless you first obtain their consent to do so (M.G.L. Ch. 272, § 99(C)).

Name/Position		Signature	Address, Phone, Email
parent			
Parent			
Kathleen Desmarais Director of Student Services		Kathleen Desmarais	30 Common St. 6179267700 Worcester, MA Kathleen.Desmarais@watertown.k12.ma.us

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