AND

WATERTOWN PUBLIC SCHOOL DISTRICT

SETTLEMENT AGREEMENT

This Agreement is made as of the 13th day of December, 2021, by and between arents"), 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"), 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

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. Parents acknowledge that they reside with in Watertown, MA;

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

WHEREAS disagreements arose between the Parties concerning the appropriateness of the programs of special education that Watertown proposed for for the 2020-2021 and 2021-2022 school years;

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 the period of one (1) calendar year, the term of which shall commence on or about January 10, 2022 for a placement at (hereinafter ' '), located in Massachusetts. The Parties agree that this Agreement is expressly contingent upon acceptance into program.

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

   A. Funding: Watertown shall fund placement at during the term of this Agreement at the public residential rate established by the Massachusetts Operational Services Division for this period for the specific program to which s admitted (i.e. r). Watertown will pay s directly through arrangements made between and Watertown. Parents shall be responsible any ancillary costs

such as books, personal expenses or expenses related to extracurricular activities associated with ; placement at during the term of the Agreement.

B. Watertown shall arrange for, provide and fund transportation for between his Watertown residence and during the term of the Agreement.

C. Parents agree that, except as provided in this Agreement, Watertown shall have no obligation to fund or provide any other regular or special education services for during the period of this Agreement, including but not limited to, any tutoring, extended school year/summer services in addition to 283-day school year, compensatory or other services related to pandemic-related school closures or decisions by Parents to keep out-of-schoolthrough the period of this Agreement. Parents are not expressly waiving any assessments and/or services deemed necessary by Watertown, considering input from for to access his ɔrogram (i.e. AAC or other services, direct or consultative, for which may/does not have designated staff). If requires an assessment pursuant to this provision, Watertown reserves the right to select the evaluator.

D. Parents agree that shall not have any "stay put" rights to continued placement at or any other out-of-district school from and after the end of the term of this Agreement.

3. Watertown agrees to fund the above-described portion of tuition at during the term of this Agreement, so long as (a) and at least one parent continue to reside within the City of Watertown, except as otherwise provided by M.G.L. c. 71B, § 5; and (b) and continues to be accepted at participates in his 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 the ; placement at for any period which he is 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 either one of them move from their current residence during the term of this Agreement.

4. Upon execution the commencement of s placement at will administratively amend the IEP to reflect such placement. The placement page will state that the residential placement is made pursuant to a written agreement. Parents agree to promptly and fully accept this IEP and consent to the proposed placement. Prior to the expiration of this IEP, Watertown shall hold a Team meeting and, with input from and Parents, shall develop and propose an IEP for reflecting ' program and residential placement at per written agreement. During the term of this Agreement, Parents agree to promptly and fully accept the proposed IEP(s) and consent to the proposed placement. Parents are not prohibited from working collaboratively with on language to create suggested objectives and goals for during the period of this Agreement.

5. This Agreement does not constitute an admission by Watertown that the proposed IEPs developed pursuant to this Agreement and residential placement at constitutes the least restrictive, appropriate placement capable of assuring a free and appropriate public education (FAPE) and the IEPs and placement may not be used by any person or entity in any claim involving Watertown. The Parties acknowledge that the IEPs prepared by Watertown pursuant to this Settlement Agreement shall not be used at any subsequent due process hearing as evidence that requires a residential placement to receive FAPE. Instead, the Parties acknowledge that the IEPs prepared pursuant to this Settlement Agreement are for the sole purpose of resolving this disputed claim.

6. Watertown is excused from performance of any terms of this Agreement made impractical by any governmental directives arising from or related to COVID-19 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 attends pursuant to this Agreement, if closes its physical campus temporarily due to COVID-19 or other reasons, then ; shall remain responsible for providing with remote learning services. Parents expressly waive any claims for compensatory services from Watertown that might arise from COVID-19 governmental directives or restrictions while attends during the term of this Agreement, including any claims related to ' suspension, cessation or variation of educational services due to COVID-19.

7. In the event that 's enrollment at is terminated for any reason, or Parents reasonably believe that such enrollment is likely to be terminated, prior to end of the term of this Agreement, 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 and "placement pending" appeal shall be a mutually agreeable Chapter 766-approved private day school.

8. During the term of this Agreement, Parents agree to provide consent for Watertown to send referral packets for residential placement of to programs determined by Watertown to be appropriate and which Watertown reasonably believes are able to implement IEP. Parents agree to participate in any resulting intake process in good faith. The Parties agree that by providing consent for Watertown to send referral packets and participating in any resulting intake process in accordance with this paragraph, Parents are not agreeing to a change in placement for or waiving any rights with regard to s "stay put" placement as set forth in paragraphs 7 and 11 herein.

9. Immediately following execution of this Agreement, Parents shall (if they have not done so already) apply for, accept and participate in available services from appropriate state agencies, to the extent such agencies allow per applicable regulations, including but not limited to the Department of Developmental Services (DDS) and the Massachusetts Commission for the Blind (MCB), and shall provide proof of compliance with this paragraph to Watertown upon request.

10. Watertown shall have the right to monitor progress at through reasonable observations, review of periodic progress reports, receipt of any applicable remote learning plans and conversations with staff without the necessity of written consent or prior notice to Parents. Parents agree to promptly provide Watertown with copies of any and all reports, assessments or evaluations regarding which they commission or receive during the term of this Agreement.

11. On or about October 15, 2022, Watertown will use reasonable efforts to convene a Team to develop an IEP and identify a placement for for the period commencing at the end of this Agreement and shall provide Parents with a copy of the proposed IEP and Team Determination of Placement developed at said meeting within fifteen (15) calendar days following the meeting. Parents agree that they shall 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. In the event that there is a dispute between Parents and Watertown regarding the services and/or placement proposed, Parents agree that "placement pending appeal" shall be a day placement at A failure by Watertown to materially comply with these obligations shall not void the placement pending appeal status as described herein.

12. Parents stipulate that residential program component of s placement at is wholly of their own selection; that Watertown has not represented anything to them in relation to the merits of said residential program component; they relied solely on their own evaluation of the residential program component to determine its appropriateness; and Parents agree to indemnify, pay defense costs of Watertown's counsel and hold Watertown harmless for any claims arising from or associated with enrollment and participation in the residential program component at

13. Parents agree that, in the event that 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.

14. This Agreement shall not constitute an admission by Watertown that the services previously proposed or implemented for were in any way inappropriate or inadequate or that rights have been violated in any manner. Similarly, this Agreement does not constitute an admission by the Parent that the services previously proposed or implemented by Watertown for were appropriate or adequate. This Agreement is entered into by the Parties for settlement purposes only.

15. 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.

16. 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.

17. 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 and their heirs, representatives, successors and assigns hereby releases 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 (but expressly not as an assignee), 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 Parents on their own behalf and on behalf of their minor child have or ever had against the Watertown Released Parties jointly or severally, arising out of, or relating to enrollment and/or participation as a student at the Watertown Public Schools, including but not limited to the provision of education, special education and related services to up to the date of this signed Agreement. The foregoing release shall become effective upon execution of this Settlement Agreement. Parents expressly waives any claim to reimbursement for any attorneys' fees and any claims for compensatory services/reimbursement for any events prior to the date of this signed Agreement, including compensatory services related to the COVID-19 pandemic against Watertown Released Parties only.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 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 Parents or from acknowledging that ıttends as a residential student or from using this Agreement in court or at the BSEA to enforce the terms thereof. 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. Parents acknowledge that a violation of this paragraph will cause damage *per se* to Watertown and will constitute a breach of this Agreement.

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

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

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

26. 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, M.Ed.
Director of Student Services,
duly authorized on behalf of the
WATERTOWN PUBLIC SCHOOLS