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WATERTOWN PUBLIC SCHOOL DISTRICT

SETTLEMENT AGREEMENT

This Agreement is entered into as of September 25, 2025 by and between of Watertown, Massachusetts and ("Parents") of individually and as the Parents of ("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 Watertown has the responsibility of arranging the provision of special education and related services for the Student who resides in Watertown with her Mother,

WHEREAS, disagreements arose between the Parties concerning the Student's eligibility for an IEP for the 2024-2025 and 2025-2026 school years and whether 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;

WHEREAS the Parties desire to resolve their disagreements regarding this matter, 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. IEP Eligibility. Upon execution of this Agreement, Watertown will administratively produce an IEP for the Student under the Specific Learning Disability category for Reading, Writing, and Mathematics. The IEP shall include:
    a. accommodations for Specific Learning Disabilities in Reading, Writing and Mathematics that are consistent with and inclusive of but not limited to those recommended by .
    b. goals for the areas of decoding/encoding, reading comprehension/fluency, writing and mathematics;
    c. substantially separate, daily, small group OG/Wilson instruction (5 x 40 minutes/session) delivered by a special educator trained in the curriculum;
    d. substantially separate, daily, specialized small group instruction for ELA delivered by a special educator within a language-based cohort of similar peers;
    e. substantially separate, daily, specialized small group instruction for Mathematics delivered by a special educator within a language-based cohort of similar peers;

f. Grid B, daily inclusion support delivered by a special educator or instructional assistant for Science and Social Studies; and,

This IEP shall have an effective start date of September 29, 2025 through June 30, 2026, consistent with this Agreement. Parents and Student agree to promptly and fully accept the IEP and placement in the Watertown Public Schools.

2. Private Tutoring Services. The District shall contract with for the Student's private tutoring services for the 2025-2026 school year and fund a bank of 170 sessions of private 1:1 tutoring for specialized reading instruction. The District agrees to fund up to and not in excess of $125/per session for the cost associated with the Student's private tutoring services, contingent upon execution of a contract acceptable to Watertown.
   a) These services shall occur on or before June 30, 2026. Any unused session which the Student has failed to utilize by June 30, 2026, shall be forfeited.
   b) The Parties agree that no right to "Stay Put" shall attach to the tutoring services outlined in Paragraph 2.
   c) The parents agree to sign releases to permit to provide Watertown with progress reports, goals, program documents, curriculum and other information related to student's participation in the tutoring program.
   d) The Parents stipulate that the Providers are wholly of their own selection; that Watertown has not represented anything to them in relation to the merits of said or Service Providers; they have relied and will rely solely on their own evaluation of the and Service Providers to determine their appropriateness; and the Parents agree to indemnify and hold Watertown harmless for any claims arising from or associated with enrollment and participation in the or with regard to the Service Providers selected by them.

3. Extended School Year ("ESY") Services 2026. The District shall contract with for the Student's Summer 2026 ESY reading tutoring and fund a bank of up to and not exceeding 20 hours of 1:1 specialized reading tutoring. The District agrees to fund up to and no excess of $125/per session for the cost associated with the Student's Summer 2026 ESY reading tutor, contingent upon 's execution of an acceptable contract with Watertown..
   a) These services shall occur on or before August 31, 2026. Any unused session which the Student has failed to utilize by August 31, 2026, shall be forfeited.
   b) The Parties agree that no right to "Stay Put" shall attach to the ESY services outlined in Paragraph 3.
   c) The Parents stipulate that the Providers are wholly of their own selection; that Watertown has not represented anything to them in relation to the merits of said or Service Providers; they have relied and will rely solely on their own evaluation of the and Service Providers to determine their appropriateness; and the Parents agree to indemnify and hold Watertown harmless for any claims arising from or associated with

enrollment and participation in the or with regard to the Service Providers selected by them.

4. Team Meetings. The District shall convene a team meeting no more than 45 days from the date of execution of this agreement to review the findings of the agreed upon Speech and Language evaluation in accordance with Paragraph 6. In addition, on or before April 1, 2026, the District shall convene a Team to determine eligibility, develop an IEP (if eligible) and identify a placement for the 2026-2027 school year and shall provide the Parents with a copy of the proposed IEP and Team Determination of Placement (PL1) developed at said meeting by April 14, 2026 or within ten (10) school working days after the date the IEP meeting occurs. Except as provided herein, the Parties agree to waive the requirement of Watertown holding Team meetings, conducting any further evaluations or funding any independent educational evaluations for the duration of this Agreement.

5. The Parents agree that they shall respond to said IEP (if eligible) within fifteen (15) 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 any such dispute is not resolved as of the start of the 2026-2027 school year, the Student's "stay put" placement for the 2026-2027 school year shall be the services and placement proposed consistent with Paragraph 1 of this Agreement (the September 29, 2025 – June 30, 2026 IEP).

6. Speech Language Evaluation. The District agrees to complete a Speech Language evaluation within thirty (30) school days of the execution of this Agreement. The Team will convene within forty-five (45) school days of the execution of this Agreement to consider the report and recommendations whether any additional supports and services are necessary.

7. The Parents may engage their expert to observe the Student in the Watertown program on or about February 1, 2026. Further, the District shall issue progress reports consistent with the timing for all district students on IEPs.

8. The Parents further agree to make the Student available to the Watertown Public Schools for any special education evaluations requested by the District by evaluators of the District's sole selection, in September of 2026 for the purposes of the Student's re-evaluation. The District shall provide Parents with written notice in advance of commencing the evaluation process. In addition, should Parents elect to have the Student tested by an evaluator of their selection and at private expense at any time during the 2025-2026 school year up to and including through September 30, 2026, then Parents and the District agree to communicate prior to the commencement of any private evaluation to coordinate the use of specific testing instruments so as to avoid duplication of testing and to ensure that both parties have reasonable access to evaluate the Student's educational needs.

9. Parents and Student agree to promptly provide Watertown with copies of any and all reports, assessments or evaluations regarding Student, which they commission or receive during the term of this Agreement.

10. In the event that circumstances arise which substantially and materially change the Student's disabling condition and emotional needs, prior to June 30, 2026, the Parents agree to notify the District in writing. Watertown, on receipt of such notice, shall have the right and responsibility to convene a Team within ten (10) school days to consider the Student's special education needs, the need for evaluations, and to identify an alternative placement for the Student. In the event of any dispute between the Parents and the District relative to the services and placement proposed by the District under such circumstances, the Student's placement pending resolution of that dispute shall be the services and placement proposed consistent with Paragraph 1 of this Agreement. For the purposes of this Agreement, the phrase "substantially and materially change Student's disabling condition and emotional needs" does not mean an exacerbation of any present conditions or diagnoses.

11. Upon full execution of this Agreement, performance by the Parties is presumed to occur in good faith and Parents and Student agree and acknowledge that any claims which could have been brought before the BSEA or any other form up to the date of this signed Agreement are forever waived and dismissed, with prejudice.

12. The parties agree that this Agreement is subject to the provisions of Massachusetts statutes and regulations regarding residency, including M.G.L. c.71B, M.G.L. c. 76, § 5 and 603 C.M.R. § 28.10. The Parents agree that the District's programmatic and/or fiscal obligations to the Student may be limited or terminated in the event that the Parent and/or Student move from Watertown Public School District and that they shall notify the District immediately in the event of any change in address or residency of either the Parent and/or the Student during the time period covered by this Agreement. The Parties acknowledge that is a resident of and that the student maintains residence with her Mother, LeBlanc in Massachusetts. In the event that either or the Student establish residence outside of the District during the term covered by this Agreement, the District's financial obligations under this Agreement shall terminate except as provided under M.G.L. c. 71B, § 5 and 603 CMR § 28.10.

13. 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.

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

15. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, Parents, on their own behalf and as parents of Student, and Student, on her own behalf and on behalf of her heirs, representatives, successors and assigns hereby release and

forever discharge Watertown Public School District, the Watertown School Committee and the Town 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 Parents, on their own behalf and as parents of Student, and Student, on his own behalf, have or ever had against the Watertown Public Schools. 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 Public 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 and Student expressly waive any claim to reimbursement for any attorneys' fees and any claims for compensatory services and/or damages for any events prior to the date of this signed Agreement.

16. 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.

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. The Parents agree that the hearing request v. Watertown Public Schools BSEA # filed with the BSEA shall be withdrawn with prejudice within two (2) days of execution of this Agreement and waive any claims for attorney's fees.

19. 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.

20. 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.

21. The Parents, Student 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, 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 receives services pursuant an IEP 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.

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

23. and hereby warrant they are the parents of Student, with full power and authority to sign this Agreement on behalf as well as their 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.

_____

, Individually and as Parent of

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, Individually and as Parent of

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Dr. Kathleen Desmarais,
Director of Student Services,
duly authorized on behalf of the
WATERTOWN PUBLIC SCHOOLS