AND

WATERTOWN PUBLIC SCHOOL DISTRICT

SETTLEMENT AGREEMENT FOR PLACEMENT

This Agreement is entered into as of August 26, 2024 by and between and ("Parents"), individually and as the Parents of ("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 Student.

WHEREAS the Parties agree that 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, residing within Watertown, MA;

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

WHEREAS, disagreements arose between the Parties concerning the placement of the Student for the 2024-2025, 2025-2026 and 2026-2027 school years;

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. The Parties agree that the cost of Student's day placement at the School ('), located in , Massachusetts, during the term of the Agreement, shall be borne as follows:

   A. Tuition. Watertown shall fully fund Student's day placement for the 2024-2025, 2025-2026 and 2026-2027 school years at at the day public tuition rate established by the Commonwealth of Massachusetts Operational Services Division. Watertown will pay directly through arrangements made between and Watertown.

   B. Transportation. For the 2024-2025 school year, Parents shall be responsible for arranging and providing Student's transportation between his Watertown residence and luring the regular school day without reimbursement from Watertown. For the each of the 2025-2026 and 2026-2027 school years, the District agrees to reimburse Parents for twice daily roundtrip transportation for

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Student from his home in Watertown to at the prevailing rate per mile for state employees, which is currently sixty-seven cents ($0.67) per mile.

C. The Parents and Student 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 or Student to keep Student out of school, tutoring, homework clubs or any other expenses. Parents and Student shall additionally be responsible any ancillary costs such as books, personal expenses or expenses related to extracurricular activities associated with Student's placement at Landmark during the term of the Agreement.

2. The Parties acknowledge that Student is expected to graduate from high school with a diploma on or about June 2027. The Parents agree that Student shall not have any "stay put" rights to continued services or support for his placement at any other school or services from and after June 30, 2027, even if Student does not receive a high school diploma or certificate of completion on or before that date. The Parties further agree that, as of June 30, 2027, the Student's 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.

3. 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.

4. Upon execution of this Agreement, Watertown will administratively amend the currently-proposed IEP and produce subsequent administratively drafted IEPs to reflect day placement at from the date of execution through June 30, 2027, consistent with this Agreement. The IEPs and placement page swill state that the placement is made pursuant to a written agreement. Parents and Student agree to promptly and fully accept these IEPs and placements.

5. Watertown shall have the right to monitor Student's progress at hrough reasonable observations, including but not limited to observations of remote learning if applicable, review of periodic progress reports, and conversations with staff without the necessity of written consent or prior notice to Parents or Student. 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.

6. 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 Town 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 their educational program (except for

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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 Student's placement at for any period which he is not in actual attendance, or participating in the program as specified by the IEP, except for as related to COVID-19 closures and/or remote learning and except for absences because of illness or otherwise in accordance with the policy of excused absences. Parents and Student further agree to notify the Director of Student Services, in writing, within five (5) school days should they move from their current residence.

7. This Agreement does not constitute an admission by Watertown that placement is appropriate for Student or capable of assuring Student a free and appropriate public education (FAPE). As such, Parents and Student expressly waive any and all claims for compensatory services resulting from Student's placement at . Instead, the Parties acknowledge that placement at pursuant to this Settlement Agreement is for the sole purpose of resolving this disputed claim. Further, Parents and Student 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 Parents and Student agree to indemnify, pay defense costs of Watertown's counsel and hold Watertown harmless for any claims that they might bring arising from or associated with Student's enrollment and participation in the program and placement at except as to enforcement of the Agreement.

8. In the event that Student's enrollment at is terminated for any reason, or the Parents/Student reasonably believe that such enrollment is likely to be terminated, prior to June 30, 2027, 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. Under such circumstances, the Parents understand and agree that the Student will have no continuing or "stay put" right to the District's funding of an alternative out-of-district school program unless such a placement is specifically proposed by the District. 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 by the Student's Watertown Public Schools' IEP Team.

9. In the unlikely event that, prior to June 30, 2027, Student becomes dismissed or permanently separated from due to extraordinary circumstances which materially and substantially change Student's disabling condition and emotional needs, the Parents may notify Watertown of his change in status. Watertown, on receipt of such notice, shall convene the Team to discuss appropriate educational programming and, if appropriate, to develop a new IEP and placement to meet Student's needs. If the Parents and Watertown disagree as to the proposed IEP and placement, "stay put" shall be the program proposed by Watertown. For the purposes of this Agreement, the phrase "extraordinary circumstances which substantially and materially change Student's disabling condition" does NOT mean an exacerbation of any present conditions or diagnoses.

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10. 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. The Parents, Student and Watertown agree to work collaboratively to consider an extension of time for performance if warranted. The Parties agree that if closes its physical campus due to COVID-19 or other reasons, then shall remain responsible for providing Student with remote learning services. Parents and Student waive any claims against Watertown for s suspension, cessation or variation of educational services due to COVID-19 while Student attends during the term of this Agreement. Parents and Student agree to hold Watertown harmless for any claims for compensatory or additional services arising out of pandemic-related school closures while the Student attends during the term of this Agreement.

11. On full execution of this Agreement, 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. 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.

13. This Agreement does not constitute an admission by Watertown that the proposed IEP developed pursuant to this Agreement and placement at 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 an out-of-district 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.

14. 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 his own behalf and on behalf of his 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 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 chool District, including but not limited to the provision of education, special education and related services to Student, up to

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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.

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. It is understood and agreed by the Parents that they will indemnify the District against any claim which may be brought by the Student, upon reaching the age of majority (eighteen (18) years of age), or a successor legal guardian, seeking to invalidate or set aside any portion of this Agreement, for any reason including any claim brought against the District in excess of the District's obligations under the terms of this Agreement, except for claims to enforce 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

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that they reached a mutually agreeable resolution. This provision does not prevent the Parents or the Student from acknowledging that the Student attends 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 (3) triplicate originals as of the date set forth above.

_____, Individually and as Parent of

_____, Individually and as Parent of

_____

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

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