AND WATERTOWN PUBLIC SCHOOLS
SETTLEMENT AGREEMENT

This Agreement is made as of this 13th day of September, 2024, by and between and ("Parents"), individually and on behalf of their minor son, ("Student"), and the Watertown Public Schools ("Watertown") (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 Student;

WHEREAS disagreements arose between the Parties concerning the appropriateness of the programs of special education that Watertown proposed for Student for the 2023-2024 and 2024-2025 school years;

WHEREAS Student has been unilaterally placed by Parents in an out-of-district private day placement at the School (") in Massachusetts;

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 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 a period of four (4) school years, specifically the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years ("term of the Agreement"), from September 1, 2023 through June 30, 2027.

2. During the term of the Agreement Watertown will contribute partial funding for Student's out-of-district day placement at in the amounts set forth herein.

    a. 2023-2024 School Year. Parents will fully fund Student's placement at without reimbursement from Watertown.

    b. 2024-2025 School Year. Watertown will contribute an amount equal to twenty percent (20%) of the established day rate set by the Operational Service Division (OSD) for the 2024-2025 school year. The Parties agree that the OSD day tuition rate for the 2024-2025 school year is seventy-two thousand seventy-eight dollars and seven cents ($72,078.07) and that 20% of that amount is fourteen thousand four hundred fifteen dollars and one cent ($14,415.01). Parents will contribute the remaining tuition set for the public day rate for the academic year. Watertown will make such payment(s) directly

to Watertown's financial contribution to the costs of Student's placement at : as stated in this Agreement shall under no circumstances exceed the amount specified in this Agreement.

c. 2025-2026 and 2026-2027 School Years. Watertown shall fund one hundred percent (100%) of Student's tuition at for each of the 2025-2026 and 2026-2027 school years for a day placement, at the applicable day tuition rate established by the OSD for the applicable school year. Watertown agrees to pay such tuition directly tc pursuant to terms agreed upon by Watertown and

d. During the term of this Agreement, Watertown will not provide any transportation services to Student while he attends and will not identify, arrange for, fund, or reimburse for transportation to and from his home in Watertown and

e. Parents shall be responsible for all other tuition expenses or other costs associated with Student's attendance at during the term of this Agreement, including transportation costs, summer services, extended school year services, evaluations, incidental expenses, and extracurricular activities. Parents waive any claim against Watertown for 's suspension, cessation, or variation of educational services for any reason while the Student attends luring the term of this Agreement.

f. The payment arrangements specified in Paragraphs 2(a)-(c) above reflect the Parties' intent to share the overall cost of the Student's day public tuition established by OSD for each of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years on a fifty-five percent/forty-five percent (55%-45%) basis, with Watertown paying the larger share. Should Watertown cease to be financially responsible for the Student's education at prior to June 30, 2027, or should the Student cease to attend for any reason prior to June 30, 2027, or should this Agreement terminate prior to June 30, 2027 pursuant to the provisions of Paragraph 13 of this Agreement, then the Parties shall calculate the total cost of the Student's uition from the beginning of the 2023-2024 school year through the date on which Watertown's financial responsibility ceased or the Student's enrollment at ceased or the Agreement terminated pursuant to Paragraph 13 (collectively, the "Termination Date"), and each party shall provide the other with an accounting and documentation of all tuition costs paid by that party to , minus any refunds of such tuition received or expected from , from the beginning of the 2023-2024 school year through the Termination Date. If, after subtracting any refunds of such tuition received or expected from one party has paid more than its percentage share of such tuition for such period, then the party who has paid less than its share shall, within forty-five (45) days of the Termination Date, reimburse the other

party by issuing a check to that party in the amount necessary to make up the difference.

3. The Parties acknowledge that Student is expected to graduate from high school with a diploma on or about June 30, 2027. Subject to and conditioned on Watertown's compliance with its obligations under this Agreement, the Parents agree that Student shall not have any "stay put" rights to continued services or support for his placement at or 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, and 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 except in the event of an extraordinary circumstance which substantially and materially changes Student's physical or mental condition prior to June 30, 2027. In the event that Student suffers a substantial and material change in the nature of his physical or mental condition prior to June 30, 2027, Parents agree to provide written notice thereof to Watertown as well as medical documentation verifying the material change in the nature of Student's condition. Within ten (10) school days of receipt of any such written notice and supporting documentation, Watertown agrees to convene Student's Team to review his status, develop an IEP, identify services that will be provided to him, and propose a placement. Student's placement pending appeal shall be the placement proposed by Watertown; provided, however, that in the event of a dispute regarding Student's eligibility, IEP, and/or placement, nothing contained herein shall prevent the Parents from placing the Student unilaterally in a private program at their own expense and seeking full reimbursement from Watertown. For the purposes of this Agreement, the phrase "event of extraordinary circumstances which substantially and materially changes Student's physical or mental condition" does not mean an exacerbation of any present conditions or diagnoses. Should the extraordinary circumstances outlined above occur before the end of the 2026-2027 school year, then the Student's eligibility for special education and related services shall not irrevocably terminate as of the end of the 2026-2027 school year, but shall instead be governed by federal and state special education law.

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 IEP and placement page for the 2024-2025 school year will be administratively amended by close of business on September 16, 2024. The IEP and placement page for the 2025-2026 school year shall be administratively issued no later than May 31, 2025 and the IEP and placement page for the 2026-2027 school year shall be administratively issued no later than May 31, 2026. The IEPs and placement pages will state that the placement is made pursuant to a written agreement. Parents agree to promptly and fully accept these IEPs and placements, subject to accuracy and on the condition that the IEP and placement are consistent with this Agreement.

5. 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.

6. Watertown agrees that, during the term of this Agreement, the Student may participate in any extracurricular activity (including, but not limited to, sports) or after-school social events sponsored by Watertown in which he would be eligible to participate if he were attending public school in Watertown. Watertown further agrees to complete and submit any documentation required by the Massachusetts Interscholastic Athletic Association ("MIAA") to permit the Student to play , including but not limited to the current MIAA Rule 52 waiver form. The Parents agree that they shall not request, nor shall Watertown be responsible to provide or fund, any accommodations and/or supplementary services (including, but not limited to, transportation) to facilitate the Student's participation in any such activity or event. Watertown is not responsible for any determinations made by MIAA regarding Student's eligibility to participate in athletics, and a refusal by MIAA to allow Student's participation shall not void any other terms of this Agreement.

7. Parents agree that if Student 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 competent and qualified counsel of Watertown's choosing, and indemnify Watertown for any liability, judgment, reasonable legal fees or other costs or expenses arising from such legal proceedings pertaining to the program participation and services set forth in this Agreement.

8. During the term of this Agreement, Watertown shall have the right to monitor Student's progress at through observations at reasonable intervals and on reasonable notice, review of periodic progress reports, and conversations with a representative of staff knowledgeable about Student's progress and performance, without the necessity of written consent by Parents. Watertown agrees to provide the Parents, within ten (10) days following any such observation or communication, with copies of any and all documentation (including but not limited to, reports, notes, or memoranda) that Watertown or its agents, contractors, or employees may generate as a result of any such observation or communication. Parents agree to promptly provide Watertown with copies of any and all educationally related evaluation reports or educational observations regarding Student, which they commission or receive during the term of this Agreement.

9. In the event that Student's enrollment at School is terminated for any reason, or the Parents reasonably believe that such enrollment is likely to be terminated, prior to June 30, 2027, then the Parents shall immediately so notify Watertown. Watertown, on receipt of such notice, shall have the right and responsibility to convene a Team immediately to develop an IEP and propose a placement for Student. Subject to and conditioned on Watertown's compliance with its obligations under this Agreement, placement pending appeal shall be the placement

proposed by Watertown; provided, however, that in the event of a disagreement between the Parties as to any program or placement proposed by Watertown pursuant to this paragraph, nothing contained herein shall prevent the Parents from placing Student in a private program unilaterally at their own expense and seeking full reimbursement from Watertown.

10. This Agreement does not constitute an admission by Watertown that placement at is appropriate for Student or capable of assuring Student a free and appropriate public education (FAPE). The Parties acknowledge that they are entering into this Agreement is for the sole purpose of resolving a disputed claim. Further, Parents 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 agree to indemnify, pay reasonable 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 Landmark, except as to enforcement of the Agreement.

11. On full execution of this Agreement, the Parties agree and acknowledge that any claims which either party could have brought against the other before the BSEA or any other forum concerning the provision of special education and related services for Student up to the date of this signed Agreement are forever waived and dismissed, with prejudice. Within five (5) business days of full execution of this Agreement, Parents shall withdraw with prejudice the matter filed at the BSEA and captioned ***v. Watertown Public School District***, BSEA

12. Watertown agrees to fund the above-described portions 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 his educational program, 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, 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 of relocation, should they move from their current residence.

13. This Agreement is specifically conditioned upon the following events to occur after its execution by the Parties, and unless these conditions continue to be met, this Agreement shall terminate:

    a. must either continue to be approved by the Department of Elementary and Secondary Education ("DESE") to provide special education and related services to publicly funded students pursuant to 603 CMR 28.09 or be approved as a sole source provider for Student pursuant to 603 CMR

28.06(3)(e) or any successor regulation through June 30, 2023. In the event that the filing of notices or other documentation is required in order to obtain approval of as a sole source placement for Student pursuant to 603 CMR 28.06(3)(e) or any successor regulation, Watertown agrees to take all steps required in connection therewith, including but not limited to preparation of all necessary documentation and submission of such documentation to the appropriate agency; and

b. must have a provisional or final rate set and approved by the OSD, or be approved as a sole source placement for Student, throughout the term of this Agreement.

c. In the event that ceases to be approved by the DESE and/or ceases either to have a provisional or final rate set and approved by OSD or to be approved as a sole source placement for Student, Watertown shall give the Parents at least sixty (60) days' advance written notice of its intent to terminate the Agreement; shall afford a reasonable opportunity (not less than 60 days) to regain its DESE approval and/or to have a provisional or final rate set and approved by OSD; and shall cooperate in the sole source process as set forth in the preceding subparagraph 13(a). In the event that this Agreement is terminated pursuant to this Paragraph 13, the provisions of Paragraphs 2(f) and 9 shall apply and Watertown shall immediately convene a Team to propose a program and placement for Student.

14. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, the Parties hereby remise, release and forever discharge each other, including their respective officials, employees, agents, attorneys, and contractors, from all debts, demands, actions, causes of actions, suits, liabilities and any and all claims of any kind, nature, and description, whether substantive or procedural, both in law and in equity which they have asserted, or might assert against each other, including the other party's officials, employees, agents, attorneys, and/or contractors, arising out of, or relating to Student's 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 Student, from the beginning of the world to the date of full execution of this Agreement. The Parties expressly waive any claim to reimbursement for any attorneys' fees prior to the date of execution of this Agreement. The Parents expressly waive any claims for compensatory services for any events prior to the date of execution of this 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 execution of this Agreement. Parents further acknowledge that they are waiving on their own behalf or on behalf of Student certain rights which have accrued to date to them as parents and to Student as a minor child eligible for special education services pursuant to 20 U.S.C. § 1415 *et seq.*, 29 U.S.C. § 794, M.G.L. c. 71B, and M.G.L. c. 76, § 5, and any other state or federal law relating to the rights of individuals with disabilities.

16. 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.

17. 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.

18. This Agreement is the entire Agreement between the Parents and Watertown and is intended to take effect as a sealed instrument upon execution by both parties. The Parties agree that a photocopy of this executed agreement shall have the same binding effect as an original. This Agreement may be executed in counterparts.

19. The 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 personnel; to their legal, educational, and financial advisors and accountants; and to immediate family members. In response to any inquiries about the dispute, the Parties and their attorneys shall simply state that the Parties reached a mutually agreeable resolution. This provision does not prevent the Parents or Student from acknowledging that Student attends 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. The Parties will not disseminate information about the terms of this settlement agreement via the internet, spedpac sites, blogs or social media sites.

20. , and , hereby warrant that they are the parents and legal guardians of , with full power and authority to sign this Agreement on his behalf as well as their own.

21. Watertown hereby warrants that its undersigned representative has full power and authority to sign this Agreement on its behalf.

22. 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 Agreement electronically as of the date set forth above.

Dr. Kathleen Desmarais,
Director of Student Services
Watertown Public Schools

Date

Individually
and as Parent and Legal Guardian
on behalf of

9/13/24
Date

, Individually
and as Parent and Legal Guardian
on behalf of

9/13/24
Date