[redacted] AND
WATERTOWN SCHOOL DISTRICT

SETTLEMENT AGREEMENT

This Agreement is made between [redacted] ("Parent"), individually and on behalf of her minor son, [redacted] ("[redacted]" or "Student"), and the Watertown 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 [redacted].

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 originally arose between the Parties concerning the appropriateness of the placement and program of special education that Watertown proposed for the Student for the [redacted] and [redacted] school years;

WHEREAS the Parties entered into a previous settlement agreement for the [redacted] and [redacted] school years;

WHEREAS the Parties desire to resolve their disagreements regarding the [redacted] school year 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) school year, specifically from July 1, 20[redacted] through June 30, 20[redacted].

2. The Parties agree that the cost of [redacted]'s day placement at [redacted] ("[redacted]"), located in [redacted], Massachusetts, for the term of the Agreement, shall be borne as follows:

    A. Parent will contribute the amount of $19,000.00 towards the public day tuition rate established by the Massachusetts Operational Services Division ("OSD") for the [redacted] school. Watertown will contribute the remaining tuition balance set

for the OSD public day rate for the academic year. Watertown will make such payment(s) directly to [redacted] through agreements made between Watertown and [redacted]. Watertown's financial contribution to the costs of Student's placement at [redacted] as stated in this Agreement shall under no circumstances exceed the amount specified in this paragraph. Parent will be solely responsible for paying to [redacted] any parent surcharge tuition amount that exceeds the OSD tuition rate, which is understood to be approximately $6,000.00 for the [redacted] school year.

B. Transportation. Parent shall arrange for, fund, and provide transportation for Student between his Watertown residence and [redacted] during the term of the Agreement. Watertown will reimburse Parent at the state mileage rate for each day that [redacted] actually attends [redacted] in person. Reimbursement shall be made upon submission of a mileage log detailing such transportation on a monthly basis. Such mileage shall be submitted to the District monthly, with the final year end payments submitted by June 30, 20[redacted] for the [redacted] school year to be eligible for reimbursement. Watertown shall use reasonable efforts to reimburse Parent within sixty (60) days of receipt of the mileage log.

C. Parent shall be responsible for any ancillary costs such as such as books, personnel expenses or expenses related to extracurricular activities associated with [redacted]'s day placement at [redacted] during the term of the Agreement. Parent agrees that Watertown shall have no obligation to fund or provide any other regular or special education services for [redacted] during the term of this Agreement, including but not limited to extended school year services, tutoring, home services, transition services or funding for independent evaluations.

D. Parent agrees that [redacted] shall not have any "stay put" rights to continued placement at [redacted], or any other out-of-district placement or services, from and after June 30, 20[redacted]. The Parties agree that at all times during the Term of this Agreement, Student's stay put placement pending any disagreements or appeals shall be the placement proposed by Watertown.

3. On full execution of this Agreement, Parent agrees and acknowledges 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.

4. Parent waives any claim against Watertown for [redacted]'s suspension, cessation or variation of educational services due to COVID-19 while [redacted] attends [redacted] during the term of this Agreement. Parent agrees to hold Watertown harmless for any claims for compensatory or additional services arising out of pandemic-related school closures while the [redacted] attends [redacted] during the term of this Agreement.

5. Watertown agrees to fund the above-described portion of [redacted]'s tuition at [redacted] during the term of this Agreement, so long as (a) [redacted] continues to reside within the Town of Watertown, except as otherwise provided by M.G.L. c. 71B, § 5; and (b) [redacted] is and continues to be accepted at [redacted], participates in his educational program (except for absences because of illness or otherwise in accordance with the [redacted] policy of excused absences), and otherwise remains a student in good standing at [redacted]. Watertown shall not have any obligation to fund any portion of the [redacted]'s placement at [redacted] 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 [redacted] policy of excused absences. Parent further agrees to notify the Director of Student Services, in writing, within five (5) school days should mother move from her current Watertown residence.

6. Watertown will administratively amend the IEP to reflect placement for the period July 1, 20[redacted] through June 30, 20[redacted]. Parent waives the right to Team meetings during the term of this Agreement. The administratively-developed IEP and placement page will state that the placement is made pursuant to a written agreement. The Parent agrees to fully accept the IEP and placement. Parent acknowledges that acceptance of the IEP and placement is satisfied upon full execution of this Agreement, without the need for additional documents. This Agreement does not constitute an admission by Watertown that the proposed IEP developed pursuant to this Agreement and placement at [redacted] constitutes the least restrictive, appropriate placement capable of assuring [redacted] 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 IEP prepared by Watertown pursuant to this Settlement Agreement shall not be used at any subsequent due process hearing as evidence that [redacted] requires an out-of-district 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.

7. In the event that [redacted]'s enrollment at [redacted] is terminated for any reason, or the Parent reasonably believes that such enrollment is likely to be terminated, prior to June 30, 20[redacted], then the Parent 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 [redacted], and "placement pending" appeal shall be the placement proposed by Watertown.

8. 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. The Parents and District agree to work collaboratively to consider an extension of time for performance if warranted. The Parties agree that if [redacted] closes its physical campus due to COVID-19 or other reasons, then [redacted] shall remain responsible for providing [redacted] with remote learning services. Parent expressly waives any claims for

compensatory services from Watertown that might arise from COVID-19 governmental directives or restrictions

9. Watertown shall have the right to monitor [redacted]'s progress at [redacted] through reasonable observations, including but not limited to observations of remote learning if applicable, review of periodic progress reports, and conversations with [redacted] staff without the necessity of written consent or prior notice to Parent. Parent agrees to promptly provide Watertown with copies of any and all reports, assessments or evaluations regarding [redacted], which she commissions or receive during the term of this Agreement.

10. On or before April 15, 20[redacted], Watertown shall convene a Team to develop an IEP and identify a placement for the school year [redacted] and shall provide Parent with a copy of the proposed IEP and Team Determination of Placement developed at said meeting by no later than May 1, 20[redacted]. The Parent agrees that she will 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 Parent and Watertown regarding the services and/or placement proposed for the [redacted] school year, Parent agrees that [redacted]'s "placement pending appeal" shall be the placement proposed by Watertown. A failure by Watertown to materially comply with these obligations shall not void the placement pending appeal status as described herein.

11. Parent stipulates that [redacted] is wholly of own selection; that Watertown has not represented anything to in relation to the merits of said placement; relied solely on her own evaluation of the placement to determine its appropriateness; and Parent agrees to indemnify, pay defense costs of Watertown's counsel and hold Watertown harmless for any claims arising from or associated with [redacted]'s enrollment and participation in the program and placement at [redacted].

12. Parent agrees that, in the event that [redacted], after reaching the age of majority, initiates any legal proceedings seeking to invalidate or set aside any portion of this Agreement, for any reason, Parent 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.

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

14. 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.

15. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, Parent on her own behalf and on behalf of [redacted], and his heirs, representatives, successors and assigns, hereby release and forever discharge the Watertown Public School District, the Watertown School Committee, 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 the Parent, on her own behalf and on behalf of the Student, have or ever had against the Watertown Released Parties jointly or severally, from the beginning of the world to the date of execution of this Agreement, arising out of, or relating to the Student's enrollment and/or participation as a student in the Watertown School District, including but not limited to the provision of education, special education and related services to the Student, up to the date of execution of this signed Agreement. The foregoing release shall become effective upon execution of this Settlement Agreement. The Parent expressly waives any claim to reimbursement for any attorneys' fees and any claims for compensatory services for any events prior to the date of execution 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. 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.

19. 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.

20. 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 financial, educational, and legal advisors; accountants; administrative personnel of [redacted]; 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 attends [redacted] or from disclosing this agreement in court or at the BSEA to enforce the terms thereof. The 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.

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

22. [redacted] hereby warrants that is the parent and sole legal guardian of [redacted], with full power and authority to sign this Agreement on behalf as well as own.

23. 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.

[redacted] Individually and as Parent on behalf of [redacted]

KATHLEEN DESMARAIS,

Director of Student Services,
duly authorized on behalf of the
WATERTOWN PUBLIC SCHOOLS