DAY SCHOOL
IEP PLACEMENT AGREEMENT

This Agreement is by and between the [redacted], a private special education school approved pursuant to Massachusetts General Laws Chapter 71B, whose address is [redacted] (the "School") and Watertown Public Schools, a Local Educational Agency whose address is 30 Common Street Watertown, MA 02472 (the "LEA").

The LEA recognizes its obligation to provide and fund an education to [redacted] (the "Student") in accordance with the Individualized Education Program attached as Exhibit A (the "IEP"). The LEA desires the School to provide and the School has agreed to provide the services set forth in the IEP to the Student on the terms described in this Agreement. The [redacted] program has been identified as the most appropriate placement at this time which is operated by the School.

1. Services and Obligations

(a) The School shall undertake its best efforts to provide the services, described in the IEP to the Student, to the extent that the services are a part of the DESE approved program and included in the tuition rate. The LEA acknowledges that it has reviewed the School's program and believes that this program is sufficient and adequate for the School to implement the Student's IEP without special accommodations/with special accommodations as attached.

- *without special accommodations*

(b) If identified in paragraph 1(a) above, the School shall provide special accommodations in addition to basic program services and in accordance with the Student's IEP upon the execution of an individual price application and approval of same by the Commonwealth of Massachusetts Operational Services Division ("OSD") or upon written authorization secured by the LEA from the parent/guardian for the School to access third party coverage. If the student has an existing IEP upon his or her enrollment at the School, and the School does not consider that IEP to be applicable to the School's program, the LEA will work with the School and take any other measures necessary to prepare a new IEP that is appropriate to the School's program. In the event that the new IEP is not executed by all parties within 30 days of the date of enrollment, the Student's enrollment may be immediately terminated.

(c) Notwithstanding the fact that the School's program price is authorized on an annual basis, the School's program will operate based upon a calendar of services provided annually to the LEA and parents/guardians.

(d) In carrying out their obligations under this Agreement and with respect to the Student, the School and the LEA shall comply with the applicable provisions of Chapter 71B of the Massachusetts General Laws, and 603 CMR 28.00, and 808 CMR 1.00 of the Code of Massachusetts Regulations issued thereunder, as well as any applicable policy statements and directives issued by the Department of Elementary and Secondary Education ("Department").

(e) Records of the Student shall be kept confidential by the School in accordance with the Massachusetts Student Record Law, M.G.L. c. 71, § 34D, §34E, § 34G, § 34H and 603 CMR 23.00, provided that the School may use such records to establish or collect its charges or invoices, or to defend itself or its employees or agents against accusations of wrongful conduct. The School may provide others with such records or the information contained therein if the School is obligated to disclose the same by law or by order of a court, governmental body or administrative agency.

(f) The LEA represents and warrants that all information the LEA may have and information reasonably available to the LEA which is material to an understanding of the Student, the Student's behavior, educational capacity or history is contained in the IEP or has been provided to the School in writing.

(g) The School shall allow the LEA and or the Department to conduct announced and unannounced site visits to review all documents specifically related to the provision of special education services to Massachusetts students, not otherwise held confidential or restricted by 603 CMR 23.00 or other applicable laws or regulations.

(h) The School shall ensure the Student the substantive and procedural rights afforded publicly funded special needs students, including but not limited to those specified in 603 CMR 28.09 and shall comply with all other applicable requirements of 603 CMR 28.00 and applicable policy statements and directives issued by the Department.

(i) The School does not discriminate on the basis of race, color, sex, gender, gender identity, religion, national origin, sexual orientation, disability or homelessness.

(j) The School shall provide quarterly progress reports to the LEA and legally entitled parent(s) or guardian(s).

2. Transportation

Unless explicitly agreed to the contrary in writing, the LEA shall be responsible for providing and funding transportation for the Student from the Student's home to the School and from the School to the Student's home.

3. Agreements With Other Parties

(a) Parents, et al. Notwithstanding the fact that this is a contract between the School and the LEA, placement of the Student at the School is conditional upon an agreement between the School and the parents/guardians or person with legal responsibility to consent to the IEP and the School to: (i) pay incidental expenses and/or other expenses which the parents, et al. explicitly and voluntarily assume; (ii) notify the School of any change including, but not limited to, address or residence, divorce, guardianship and custody; (iii) consent to emergency medical care services, and (iv) to provide access to a health insurance plan for routine or emergency medical and dental care including a prescription drug benefit. Notwithstanding any prescriptions administered by the School's medical staff, the School is not responsible for the cost of medical and/or dental care including prescription drugs.

(b) LEA Agreements With Other Parties. Any agreements entered into by the LEA with any other party pertaining to the Student, including with parents, state agencies or otherwise, which pertain to funding arrangements or any other matters shall be fully disclosed to the School in writing prior to the placement of the Student at the School or at such time any such agreements are made if during the time of placement, by delivery of a copy of any such agreements to the School. Failure to disclose such agreements may result in termination from the School.

4. Term

The placement of the Student at the School under the terms of this Agreement shall take effect on March 11, 2026, and shall terminate upon discharge of the Student or TBD, whichever is earlier.

5. Discharge and Termination

(a) The School agrees to use its best efforts to maintain the Student's placement. Notwithstanding the above Section 4, the School may discharge the Student under any of the following conditions:

(1) By mutual agreement of the School, LEA and the Student's parents/guardians, or person with legal responsibility for the Student.

(2) If: (i) the Student has reached 22 years of age.

(3) Any invoice of the School for services provided to the Student remains unpaid for 30 days after the date of rendering of invoice provided that 10 days have elapsed after the School has sent notice to the LEA of non-payment.

(4) The IEP does not accurately describe the Student, in that the Student requires a level of staff, services or support services beyond that regularly provided in the School's program unless accommodated under an individual price

agreement; the Student presents a clear and present threat to the health and safety of the Student or others; or some other situation exists which makes it inappropriate for the Student to remain in the program.

(5) The Student's parents/guardians or person with legal responsibility for the Student have failed to comply with the provisions of the agreement referred to in Section 3(a) above.

(6) When it has been determined by the School, in its sole discretion, that the Student's parent(s)/guardian(s) or other person with legal responsibility for the Student has engaged in harassment, discrimination, bullying, threats to physical health or safety, [or other inappropriate conduct,] whether verbal, written, or physical, directed toward teachers, staff, or administration and that creates a reasonable fear of harm, a hostile environment, and/or materially and substantially disrupts the education or work or the orderly operation of the School.

(7) The LEA has failed to comply with the provisions of this Agreement.

(b) In the case of an emergency termination, the Student may be discharged immediately provided that the provisions of 603 CMR 28.09(12) and the School's termination policies are followed.

(c) The Student's absence from the School shall not constitute a termination of the Student's enrollment nor reduce any amount which the LEA is obligated to pay hereunder without the School's prior written consent thereto. The LEA shall receive notice of the Student's absence in excess of 10 consecutive days for purposes of convening an IEP Team Meeting.

(d) Extended Absences

While 603 CMR 28.03(3)(c), assigns responsibility to the School District for educational services in home or hospital, if a student must remain at home or in hospital for medical reasons as certified by a physician's statement for over fourteen (14) school days in any school year, LEA and the Contractor may negotiate provision of appropriate educational and special education services, compatible with the student's medical treatment. Parent shall provide district with a copy of Physician's Statement for Home and Hospital Tutoring. If student is not expected to remain in Contractor's placement after home or hospital confinement, Contractor must notify LEA as soon as possible so that LEA provides appropriate services.

(e) District must give 60 day written notification for any terminations initiated by the district or parent.

6. Fiscal Obligations of the LEA

(a) The LEA shall pay the School as provided herein; such payment obligation shall be absolute and not subject to appropriation.

(b) The School shall render bills in advance on a regular monthly basis at the commencement of each quarter or month or, after the expiration of each calendar month; the School shall render a bill to the LEA for services provided in such month. If the Student is discharged prior to the conclusion of a period for which the LEA has paid in advance, the LEA shall receive from the School a pro-rated credit or refund.

(c) The price to be charged by the School for the basic program shall be the annual price approved, from time to time, by the Operational Services Division or by such other agency as may be empowered by the laws of the Commonwealth of Massachusetts to approve prices for the School. In the event that the School should obtain an adjustment in the price, the LEA shall pay the adjusted price when effective and, in the event that such adjustment is retroactive, the LEA shall pay the School within 30 days after such price is announced and billed, an amount representing the difference between sums previously paid for the prior period and the sum which would have been paid had the adjusted price been in effect during such period.

(d) The LEA shall pay invoices rendered by the School within 30 days after receipt of invoice. In the event that the LEA shall fail to make payment within 30 days after receipt of invoice, the LEA shall pay interest on the amount outstanding from the date of invoice at the rate provided by M.G.L. c. 29, § 29C for late payments by state agencies. Nothing contained herein shall be deemed to excuse or restrict the School's ability to terminate the Student's enrollment in the School should any amount remain unpaid as per the terms of Section 5(a)(3) above. Notwithstanding that interest may be payable with respect thereto, the obligation to make payments hereunder is absolute with regard to the fiscal year the invoice is received by the LEA.

(e) Wherever the LEA has entered into any agreement with any other party to fund any portion of the price, the LEA shall nonetheless be responsible for funding the full price and shall promptly pay to the School, upon receipt of the School's bill, any amount related to the price which is unpaid by such other party or agency, and any cost or expenses incurred by the School in attempting to collect such amounts.

(f) The LEA shall be obligated to pay the tuition and any additional costs such as 1:1s regardless of whether the Student's absence from School is related to an outbreak of influenza or other contagious illness, or any other crisis.

(g) During any period of mandatory or necessary school closure, the LEA agrees to continue to pay the School for the tuition cost of the placement and any additional costs such as 1:1s for the Student as provided for in this Agreement. The rate of payment will continue to be at the then currently contracted tuition rate and 1:1 rate agreed upon by the parties and as set forth by the Massachusetts Operational Services Division.

(h) The LEA shall be responsible for any costs or expenses incurred or to be incurred by the School in connection with the enforcement of this Agreement or the collection of amounts which are due to the School hereunder.

7. Remedies

(a) If damages are sustained by the School due to any act or omission for which the LEA is responsible, the LEA shall allow and make payment to the School of the amount of such damages sustained by the School.

(b) A party shall not be liable for failure to comply with the terms of this Agreement if such non-compliance is due to circumstances beyond its control. It is understood and agreed that funding, appropriations or the failure of a city or municipality to appropriate sufficient funds shall not be deemed circumstances beyond the control of an LEA for purposes of this Agreement.

(c) Except as is provided in this Agreement, the right to damages hereunder shall not give the LEA the right to withhold or delay payment hereunder.

(d) No remedy by the terms of this Agreement conferred upon or reserved by any party hereto is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute on or after the date of the Agreement including, without limitation, the right to such equitable relief by way of injunction, mandatory or prohibitory, to prevent the breach or threatened breach of any of the provisions of this Agreement or to enforce the performance hereof.

8. Miscellaneous

(a) This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and the parties irrevocably submit to the jurisdiction of any Massachusetts court or any federal court sitting in the Commonwealth of Massachusetts over any suit, action or proceeding arising out of or relating to this Agreement. Each party irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter may have to venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The parties agree that final judgment in any such suit, action or proceeding brought in such a court may be enforced in any court of proper jurisdiction by a suit upon such judgment provided that service of process in any such suit, action or proceeding shall have been effective upon the party or agent for service of process in one of the manners specified in Section 8(b) hereunder.

(b) All notices, requests, demands and other communications provided for hereunder shall be in writing and delivered or mailed by registered mail to the applicable party at the address indicated in the first paragraph of this Agreement or to such other address of which either party may, by registered mail, notify the other. All such notices, requests, demands and other communications shall, when mailed, be effective three (3) days after deposit in the mail or, if delivered, upon receipt.

(c) This Agreement, including the exhibits referred to herein, is complete; all promises, representations, understandings, warranties and agreements with reference to the subject matter hereof and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in the exhibits.

(d) This Agreement shall not be changed, modified or amended nor shall a waiver of its terms for conditions be deemed effective except by a writing signed by the parties hereto.

(e) This Agreement shall not be assignable by either party but shall nonetheless be binding upon the respective successors and assigns of the parties hereto. Notwithstanding the foregoing, the School may assign its rights to payment as evidence by the School's accounts receivables; the LEA may assign this Agreement, with the prior written consent of the School, in the event that the residence of the parent or guardian changes, it being understood, however, that the School is under no obligation to consent to any such assignment.

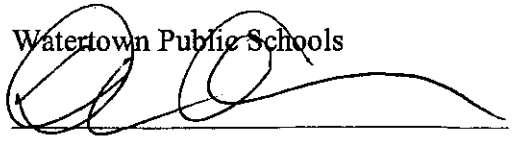
(f) In the event that a dispute arises relating to this Agreement, the LEA and the School agree that prior to initiating a court action they will access an alternative dispute resolution process. If a satisfactory resolution of the dispute is not forthcoming from the alternative dispute resolution process within 30 days, or if no such process is agreeable to the parties, the School or LEA may then immediately initiate legal action to protect their rights under this Agreement.

(g) The invalidity or enforceability of any provision hereof shall in no way effect the validity of enforceability of any other provision.

The individuals executing this Agreement in their representative capacity hereby acknowledge that they have the authority to bind the representative party to the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the __11th___ day of ____March_____, 2026_.

Watertown Public Schools

By: 

By: _____