COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS
BUREAU OF SPECIAL EDUCATION APPEALS

WATERTOWN PUBLIC SCHOOLS	)	
v.	)	
SCHOOL	)	**BSEA No.**
	)	
	)	
	)	
v.	)	
SCHOOL	)	**BSEA No.**
	)	

Settlement Agreement

Student: ("the Student" and)
School District: Watertown Public Schools
School:
Date: January 8, 2025
BSEA #: and

The following Settlement Agreement ("Agreement") is reached between the Parent/Guardian , the Watertown Public Schools ("Watertown" or "the District"), and the School ( ) of , MA, collectively referred to as "the Parties."

1. For the purposes of settlement only, Riverview agrees to withdraw its emergency termination of placement, under the following conditions:

a. will return to Riverview on the afternoon of January 8, 2025. will place in a new dorm. anticipates will be in a single room and the dorm will have only one staff. The Parties understand residential assignment is within 's discretion. However, will consider profile and his history of roommate and staff experiences when assigning the dorm, the type of room, and any roommate. will arrange with moving belongings that are still on campus to the new dorm.

b. will remain assigned advisor. At the family's request, at least two other staff will be identified for to speak with if is not available in the moment – at least one academic and at least one residential. There will be a virtual meeting or phone call between and as a status update – weekly during the first assessment period, at least every other week during the second assessment period, and at least every month during the third assessment period.

c. will start with at least twice a week check-ins with advisor for the first four weeks. After that, will have weekly meetings, consistent with current programming.

d. will not have chores that require cleaning products to be used.

e. will not be responsible for making up any missed school assignments.

f. and will be kept apart as much as feasibly possible.

i. If schedules need to be modified, schedule will be modified (as little as possible, and with notice to the family as far in advance as possible); not

ii. will develop a plan with input for how to process instances in which schedule is modified due to presence or participation in any activity.

iii. If there is a larger school-wide event, will still be able to participate, and and will be kept apart.

iv. In the event that pursues a no-contact order from a judge (over which has no control) and is successful in obtaining such a court order, the Parties recognize this will impact ability to be in the same space as during all-school events when both would be present (so that can comply with the order). will prioritize participation in school events unless determines that its staffing needs require to be present at the event and cannot be separated from consistent with the order.

v. will not initiate any contact with . The administration will advise of this expectation and provide a copy of such notice to Watertown and

g. Watertown and the family will actively explore alternative placements for and keep updated by email prior to the end of each assessment period defined below.

h. will return for 4 weeks to start. At the conclusion of that time period, there will be a formal assessment of placement by the special education Team, which includes the family, Watertown, and If the assessment is satisfactory, Riverview agrees to maintain placement and enter into a second assessment period which will end right before March break. If that assessment is satisfactory, will maintain placement for the duration of the school year, at which time there will be a final assessment of placement at the end of the 2024-2025 school year.

i. In order to define "satisfactory" for the purpose of this paragraph, the Parties agree that demonstrated behavior and progress that was "satisfactory" or better between October 2023 and October 2024 prior to the incident with on October 18, 2024. The assessments to determine whether future behavior is "satisfactory" will be based on and compared with that demonstrated behavior and progress. Behavior that presents a clear and present threat to health and safety is not satisfactory.

j. If any of the assessments are not satisfactory, will initiate a planned termination consistent with ; policies and the law.

k. If presents with behavioral issues that are beyond the ability of to support after the periods of formal assessment, maintains the right to suspend or initiate a planned termination consistent with policies and the law.

l. commits to partnering with the family and the district to formulate a plan to set up for success. The Parties will work together to form a re-entry plan and safety plan. The re-entry plan will take into account the time and circumstances necessary for to adequately acclimate back to classes and dorm life considering long absence and diagnostic profile. At the family's request, will play an active role in this process and in supporting through the transition back to

2. In consideration of agreeing to the above terms, (on behalf of Student) and Watertown Public Schools agree to withdraw their respective requests for hearing at the BSEA, within three business days following the full execution of this Agreement.

3. This Agreement is entered into in settlement of any and all claims which the Parent and/or Student has or might have asserted against Watertown Public Schools before the BSEA or any other forum from the date the Student was enrolled in Watertown until today's date.

4. This Agreement is entered into in settlement of any and all claims which the Parent and/or Student has or might have asserted against Riverview School before the BSEA or any other forum from the date the Student was enrolled at until today's date.

5. This Agreement is for the sole purpose of settling the dispute between the Parent/Guardian, the District, and . and does not constitute an admission by any party on any of the issues which may have been in dispute between the Parties.

6. The Parties to this Agreement agree that it shall remain confidential between them and they shall not disclose any terms of this Agreement to anyone, except as required by law or in response to a lawfully issued subpoena. The Parent, Student, and their representatives as well as Watertown and shall not disseminate any information about the terms of this Agreement via the internet, spedpac sites, blogs, social media sites including Facebook, or to the SEPAC in any form or forum. agrees that only senior administrative staff, such as the Head of School, and shall have access to this Agreement and its terms; this does not include If asked about this matter, the Parties shall state that the matter has been resolved to satisfaction of all Parties. The Parties further agree that they may, without breach of this Agreement, disclose the terms of this settlement to their attorneys, educational consultants, financial advisors, relevant District and staff as necessary to enforce the terms of the Agreement, and/or immediate family members. The Parties also may, as they deem necessary or desirable, seek to introduce copies of this Agreement as an exhibit in administrative or judicial proceedings in furtherance of enforcing this Agreement.

7. hereby warrants and certifies that she is the Parent and Legal Guardian of with full power and authority to sign this binding Agreement on his behalf as well as her own.

8. The terms of the Agreement shall remain in effect so long as the Student and at least one Parent remain residents of Watertown, MA and Student remains enrolled in the School.

9. The Parties agree to electronically sign this Agreement on or by 12:00pm on January 8, 2025.

10. There is no agreement on any issues beyond what is directly stated in this Agreement.

11. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, the Parties agree to renegotiate in good faith a substitute provision or allow the remaining portions of this Agreement to remain in full force and effect without the stricken provision unless the overall purpose of the contract would be frustrated.

12. Nothing in this Agreement shall be construed as the Parent and District waiving any of their rights afforded them under state and federal Special Education and 504 Accommodation regulations except for any waivers specifically outlined in this Agreement. This Agreement has been reached through discussion of this student's educational needs. The concerns of both school personnel and the parent have been voiced and the parties, whose signatures appear below, have made the above agreement in good faith. This Agreement is legally binding and enforceable in U.S. District and/or Commonwealth of Massachusetts courts.

By filling in your name in the space provided below you are providing your electronic signature and certifying that you agree to this Agreement and all the terms contained within and that you understand that this is a legally binding agreement between the Parties.

Date: 1/8/2025

Kathleen Desmarais

Date: 1/8/2025

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

Date: _____

Head of School,