AND
WATERTOWN PUBLIC SCHOOLS

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the Watertown Public Schools ("Watertown" or "District") and ("Parents"), Watertown, Massachusetts 02472, individually and as Parents of ("Student" or ") (D.O.B.) (whom, collectively, 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 educational, special education, and related services for Student.

The Parties agree that Student is a child with a disability, within the meaning of the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 – 1487 ("IDEA"), and M.G.L. c. 71B *et seq*. Parents acknowledge that they reside with Student in the City of Watertown, Middlesex County, Massachusetts. The Parties further agree that Watertown has the responsibility of arranging the provision of special education and related services for Student. The Parties further agree that disagreements arose between the Parties concerning the appropriateness of the program of special education that Watertown proposed for relative to the 2024 – 2025, 2025 – 2026, and 2026 – 2027 school years.

Notwithstanding their disagreements, the Parties desire to resolve their dispute expeditiously, economically, and without the time, cost, and uncertainty of litigation or administrative proceedings in any forum, including any court, or before the Massachusetts Bureau of Special Education Appeals ("BSEA"), as follows:

1. The parents have requested and the District agrees to a temporary placement of the student at the School, where the following services will be implemented in lieu of the services on the last-accepted IEP:

a. Grid A:
Team Consult – Special Ed. Team – 1 x 15 minutes/week
BCBA Consult – Special Ed. Team & BCBA) – 1 x 60 minutes/week
BCBA-Parent Consult – BCBA & Parent – 1 x 30 minutes/month

b. Grid B:
Science & Social Studies (1:1) – General Education Teacher & 1:1 – 5 x 30 minutes/week
Inclusion Time (lunch, recess, AM mtg.) – General Education Teacher & 1:1 – 5 x 70 minutes/week
Special Classes – General Education Teacher & 1:1 – 5 x 40 minutes/week
Speech/Language (pragmatics) – Speech/Language Pathologist – 1 x 30 minutes/week

c. Grid C:
Reading (1:1) – Special Education Teacher – 5 x 30 minutes/week
Reading (small grp.) – Special Education Teacher – 5 x 30 minutes/week
Writing – Special Education Teacher – 5 x 30 minutes/week
Math – Special Education Teacher – 5 x 30 minutes/week

Speech/Language Services – Speech/Language Pathologist – 1 x 60 minutes/week
Occupational Therapy – Occupational Therapist – 1 x 60 minutes/week

ESY: Five weeks of 4 x 3 ½ hours per week with a special education teacher and Speech 1x30 minutes per week.

The District agrees that the BCBA consult in grid A will be a doctorate-level BCBA. Currently, the district contracts with ---------, and the district intends to continue this contract for the term of this agreement.

The District agrees that the 1:1 will be an RBT. In the event that the District is unable to employ an RBT prior to the start of the school year, it agrees to inform parents immediately and collaborate with them to identify an appropriate interim 1:1 provider.

2. Prior to first week of school, Parents' provider of choice will consult with School including regarding the Student's transition to School, behavior support plan and current goals. As the school year commences parent will begin to receive weekly communication from a designated liaison the format of which shall be mutually agreed upon between the parties.

3. The District further agrees to facilitate two classroom observations of to take place during the week of October 26th and November 16th, 2026, at School by an observer of parents' choice.

4. The Parties agree that Student's placement during the life of this agreement shall be in the Program (" ") at the School, to commence on September 8, 2026, and to last through December 23, 2026.

5. The Parties further agree to convene a progress meeting on or before October 15, 2026, and or before November 24, 2026, to discuss Student's progress in the School setting.

6. The Parties further agree to convene a third progress meeting by no later than December 16, 2026, to discuss progress and the implementation of the program. At the meeting, the Parties agree to consider whether the School placement is appropriate for ıe District agrees to propose a placement equipped to meet needs and provide a free and appropriate public education in the event the program is not deemed to be appropriate.

7. In the even begins to deteriorate prior to the December 2026 meeting, the parties agree to meet within 5 school days of parent or district request, develop a plan for sending referrals or considering alternative supports or placements and the parties agree that the is not a viable option due to parents' objections.

8. If, after December 23, 2026, the Parties continue to have a dispute regarding placement, the Student may remain a School in the placement with the

services agreed to herein until a hearing before the BSEA, on the condition that the hearing at the BSEA takes place will be held on or before

9. The District further agrees to reimburse Parents for the amount for fifteen thousand dollars ($15,000) in full satisfaction of all claims for compensatory services to date, within sixty (60) days of providing documents satisfactory to Watertown evidencing that the Parents paid for a neuropsychological evaluation and home services in an amount equal to the reimbursement amount.

10. Upon full execution of this Agreement, Parents agree and acknowledge that any claims, including claims for compensatory services and/or attorneys' fees, which could have been brought before the BSEA or in any other forum up to the date of execution of this Agreement are forever waived and dismissed, with prejudice, excepting disputes over placement and otherwise described herein.

11. Upon execution of this Agreement, Parents hereby dismiss with prejudice the matter captioned *v. Watertown Public Schools*, BSEA No and agree to waive all claims for costs and attorneys' fees, as well as all claims which could be brought before the BSEA relating to the 2024 – 2025, 2025 – 2026, and 2026 – 2027 school years, excepting claims relating to implementation of the agreement and placement for the 2026 – 2027 year originating after December 23, 2026.

12. Within three calendar (3) days of the execution of this Agreement, Parents further agree to withdraw their Hearing Request in BSEA No with prejudice.

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

14. Parents hereby irrevocably and fully releases Watertown from and waives all claims to compensatory educational services and/or special education services for other than those described and agreed upon herein up to the date of this signed Agreement, including but not limited to attorneys' fees.

16. By signing this Agreement, the Parties acknowledge that each party has been afforded ample opportunity to review this Agreement with advisors of their choice; that each party has read and understood the Agreement; and that each 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. Except as provided in this Agreement, and except to enforce the terms and conditions of this Agreement, respectively, individually and as Parents of Student, and their heirs, representatives, successors, and assignees, hereby release and forever discharge the Watertown Public Schools, the Watertown School Committee, the City 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 this 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 Student and Parents on their own behalf, 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 enrollment and/or participation as a student at the Watertown Public Schools, as well as relating to the provision of education, special education, and related services to up to the date of execution of this signed Agreement. The foregoing release shall become effective upon execution of this Agreement. Parents expressly waive any claim to reimbursement for any attorneys' fees for any events prior to the date of this signed Agreement.

18. This Agreement reflects and constitute the complete Agreement of the Parties and 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.

19. This Agreement shall be effective as a sealed instrument and shall be governed by and construed under the laws of the Commonwealth of Massachusetts. 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. The Parties will maintain the confidentiality of this Agreement and the specific and general terms thereof and the Parties further agree to keep confidential the terms and conditions of this Agreement. Student and Parents may disclose the terms of this Agreement to financial advisors and accountants, 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 order(s) of a court or administrative agency. In response to any inquiries about the dispute or this Agreement, the Parties and their attorneys shall simply state that they reached a mutually agreeable resolution. This provision does not prevent the Parents or Student from acknowledging that Student receives special education as an enrollee of the Watertown Public Schools, or from using this Agreement in court, the BSEA, or any other forum, to enforce the terms thereof. The Student and Parents will not disseminate information about the terms of this Agreement via the internet, World Wide Web, SPED PAC 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. individually hereby warrants that she is the Parent of Student, with full power and authority to sign this Agreement on Student's behalf as well as her own.

23. s, individually hereby warrants that he is the Parent of Student, with full power and authority to sign this Agreement on Student's behalf as well as her own.

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

dated: 8/10/2026

individually and as Parent on behalf of

dated: 8/10/26

individually and as Parent on behalf of

dated: 8/10/26