

WHEREAS, the parties desire to resolve the dispute regarding the STUDENT'S educational placement expeditiously and economically, without the time and cost of litigation; and

NOW THEREFORE, in full consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The COMMITTEE, in conjunction with the PARENTS and staff [REDACTED] agrees to develop and provide an IEP for the STUDENT specifying a placement [REDACTED] 2015-16 academic school year, and thereafter for the 2016-17, 2017-18, and 2018-19 academic school years. The IEPS shall designate a private day placement [REDACTED] for the periods specified in this paragraph.

2. For said 2015-16, 2016-17, 2017-18, and 2018-19 academic school years, the COMMITTEE agrees to provide annual funding in Eighty (80%) percent of that amount so affixed for public school tuition [REDACTED] established by the Division of Operational Services, or any successor agency responsible for the establishment of public tuition rates, so long as the STUDENT continues to be accepted by, and participates in the special education and related services as specified by the IEPS; the STUDENT remains in good standing as a student [REDACTED] and the PARENTS assume full responsibility for and indemnify and hold the COMMITTEE harmless against any claim for the remaining balance of the annual tuition costs associated with said placement;

Other than the terms of this paragraph and paragraph seven (7) infra, the COMMITTEE shall be under no obligation to fund equipment or other services of any nature for the school years stated in this paragraph, including but not limited to, compensatory services, extended year services, or any other services.

3. The COMMITTEE shall not have any obligation to fund any portion of STUDENT'S placement [REDACTED] period which [REDACTED] not in actual attendance, or participating in the program as specified by the IEPS, except for absences because of illness or otherwise in accordance with [REDACTED] of excused absences. Further, except in accordance with G.L. c. 71B, §5, the COMMITTEE shall not have any obligation to contribute toward the STUDENT'S [REDACTED] the event that the PARENTS move to a public school district other than the Lynnfield Public Schools.