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Our File No. 77078 ELH

D.B. O/B/O M.B.

Petitioner,

V.

SEA GIRT BOARD OF EDUCATION

Respondent.

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW
AGENCY REF NO.: 2013-19216/OAL
DOCKET NO. EDS-00727-2013S

**SETTLEMENT AGREEMENT AND
GENERAL RELEASE**

THIS AGREEMENT made this ____ day of _____, 2013 by and between the Sea Girt Board of Education (hereinafter referred to as the "Board") with offices located at 451 Bell Place, Sea Girt, New Jersey 08750, and [REDACTED] hereinafter "D.B." and/or "Petitioner"), parent of M.B., whose address is [REDACTED] New Jersey [REDACTED] and

WHEREAS, M.B. is a student residing within the Sea Girt School District (the "District") who is eligible to receive special education and related services under the classification of [REDACTED] and

WHEREAS in resolution of a prior due process petition [REDACTED] [REDACTED] [REDACTED], the parties agreed that the District would provide partial reimbursement towards the cost [REDACTED] for the 2009-2010, 2010-2011 and 2011-2012 school years; and

WHEREAS the parties reconvened in the Spring of 2012 as required by the prior agreement to plan an appropriate educational program for M.B. for the 2012-2013 school year; and

[REDACTED] D.B.
[REDACTED]

[REDACTED] and

WHEREAS, Petitioners filed a due process petition on or about January 3, 2013, with the New Jersey Office of Special Education Programs (hereinafter "the petition") seeking all educational expenses, attorney fees and various other relief in connection with the 2012-2013 school year; and

WHEREAS, the petition was assigned agency reference number 2013-19216; and

WHEREAS, the petition was subsequently transmitted to the New Jersey Office of Administrative Law and assigned docket number EDS-00727-2013S; and

WHEREAS, a hearing regarding the petition was scheduled before Hon. Elia A. Pelios, A.L.J. on June 27, 2013; and

WHEREAS the parties, having a desire to settle the petition amicably, hereby agree as follows:

1. The parties agree that for the entirety of the 2012-2013 school year, [REDACTED] subject to the contributions outlined at paragraph 2 below.
2. Subject to the terms of this Agreement, the parties agree that, provided M.B. remains a resident of Sea Girt, the District will cause to be paid to the petitioners, on account of all educational expenses, attorney fees and all other forms of relief sought in the petition, the sum of twenty five thousand dollars (\$25,000). This payment represents the total contribution by and on behalf of the District for the 2012-2013 school year.

3. In consideration of the guaranteed payment outlined above, Petitioner agrees that the payment itemized in this paragraph shall be the maximum financial responsibility of the District to Petitioner on behalf of M.B. from the beginning of time through June 30, 2013 except as otherwise set forth in this Agreement and as may be compelled by applicable law. It is expressly understood and agreed that under no circumstances shall the District have any obligation to provide, arrange or otherwise reimburse costs for transportation or any other educational or related services during the period of unilateral placement as provided herein.
4. Petitioner agrees to use the monies paid by the District and the District's insurance carrier solely for the [REDACTED] placement of M.B. for the 2012-2013 school year pursuant to N.J.A.C. 6A:14-2:10.
5. The total payment of twenty-five thousand dollars (\$25,000) shall constitute the totality of the District's responsibility, and there will be no additional obligation for transportation, student costs, related services or any other expenses related to M.B.'s education at any time during the 2012-2013 school year. Any costs associated with the education of M.B. that exceed the amount of financial contribution from or on behalf of the District, shall be borne by Petitioner.
6. In addition to ensuring M.B.'s attendance and paying all tuition costs, Petitioner shall be responsible for providing all necessary related services and incurring all other expenses related to M.B.'s education and related services from the execution of this Agreement through June 30, 2013, subject to reimbursement as outlined above. It is expressly understood that the cost of all educational and related services for M.B., other than the total payment of twenty-five thousand dollars (\$25,000), shall be borne entirely by Petitioner, and shall not be reimbursed by the Board.
7. It is understood and agreed that since none of M.B.'s providers of educational or related services are to be employed by the Board, the Board shall have no responsibility for the payment of wages, benefits or other compensation or reimbursement of expenses to any provider of education-related services to M.B. Furthermore,

the Board shall have no responsibility for federal, state and local withholding tax requirements, if any, nor any requirement under worker's compensation, disability insurance, social security and unemployment insurance laws, if necessary.

8. It is understood that by meeting its responsibilities pursuant to this Agreement, the Board will have provided M.B. with a free and appropriate public education through June 30, 2013.
9. If during the period covered by this Agreement, M.B. ceases to reside in Sea Girt, Petitioner agrees to reimburse the Board the difference between the lump sum payment and the total of documented payments on account of M.B.'s education for the period of time encompassed by this agreement. Petitioner agrees to pay such funds directly to the Board within thirty (30) days of the cessation of M.B.'s residency in Sea Girt. If Petitioner fails to do so, then the Board shall have the right to commence legal action for a monetary judgment in New Jersey Superior Court or any other court of competent jurisdiction, and Petitioner shall have the right to assert any and all claims and defenses consistent with applicable laws and in accordance with the terms and conditions of this Agreement.
10. The parties agree to refrain from filing any proceeding, action or complaint regarding the educational program provided to M.B. from the beginning of time through June 30, 2013. It is expressly understood and agreed, however, that the parties reserve the right to bring a claim before any tribunal of competent jurisdiction to enforce their rights under this Agreement.
11. The terms of this Agreement represent the compromise of disputed claims between the parties. It shall not be treated as an admission on the part of the Board that it has not offered M.B. an appropriate educational program and placement from the beginning of time through June 30, 2013. It shall not be treated as an admission that the Petitioner has engaged in any wrongdoing or that either party has failed to act in accordance with the law.
12. D.B., on behalf of herself and M.B., and the District mutually release and forever discharge each other, its/their officers,

employees, administrators, agents and servants from any and all past, present or future claims which each has or might have against each other, because of all damages, liabilities, losses or injuries to person or property, or both, whether developed or undeveloped, including attorneys' fees, resulting from the educational and related services provided to M.B. from the beginning of time through June 30, 2013.

13. D.B., on behalf of herself and M.B., and the District mutually release and forever discharge each other, its/their officers, employees, administrators, agents and servants from any and all past, present or future claims, whether known or unknown to Petitioner or M.B. arising out of events that have occurred prior to the date on which this Agreement is signed.
14. Beyond the \$25,000 payment described above, each party shall be responsible for their own attorney's fees and expert costs pursuant to 20 U.S.C. 1415 (i)(3)(B).
15. The Board and Petitioner each hereby verify, affirm and represent that they have each had the opportunity to discuss the terms of this agreement with counsel, that they understand its contents and are entering into this agreement voluntarily and with full understanding of its meaning.
16. The parties acknowledge that they have been represented by and have had the opportunity to consult with legal counsel throughout the negotiations of this Stipulation, that they have reviewed this Stipulation with their counsel, and that they fully understand its requirements and limitations. The parties further expressly state that they are fully satisfied with the representation provided by their legal counsel.
17. This Agreement is subject to approval by the Board.
18. This Agreement shall be subject to ratification by the Board and is without prejudice to either party if the terms are not ratified. Petitioner is not bound by this Agreement until it has been ratified by the Board. Upon ratification of this Agreement, the Board shall

cause a copy of the relevant resolution to be forwarded to Petitioner.

19. This Agreement contains the entire agreement between the parties hereto and is intended to resolve all disputes and issues between them as of the date of execution of this Agreement.

20. It is expressly understood that the Board's payment obligation under this agreement constitutes the Board's entire financial obligation for M.B.'s educational program during the 2012-2013 school year. Further, it is understood that by meeting its responsibilities pursuant to this Agreement, the Board has provided M.B. with a free and appropriate public education for the 2012-2013 school year. This Agreement supersedes the last IEP developed for M.B. by the Child Study Team to the extent that there are differences between the two, [REDACTED]

21. It is expressly understood and agreed that M.B.'s placement for the 2012-2013 school year is a [REDACTED] placement by Petitioner and that it shall not be considered to be a "stay put" placement in the event of a dispute over M.B.'s placement for any subsequent school year. In the event of such a dispute, M.B.'s "stay put" placement shall be [REDACTED] last agreed-upon placement pursuant to the terms of the last agreed-upon IEP [REDACTED] [REDACTED] [REDACTED] [REDACTED]. If the parents make a unilateral placement of M.B. at that time, the Board has no continued financial responsibility toward same through this Agreement and both parties respectively reserve all their rights in the event of such a dispute.

22. It is expressly understood and agreed that this Agreement shall be subject to the laws of the State of New Jersey.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year aforesaid.

WITNESS:

SEA GIRL BOARD OF EDUCATION

[Handwritten signature]
ERIA F. SAVAGE
Business Administrator/
Board Secretary

[Handwritten signature]
COLLEEN PRIOR
Board President

DATED: 5-23-13

DATED: 5-23-13



DATED: 4/30/13

DATED: 4/30/13

WITNESS: Secretary Kathy Rusin
Ansell-Zuro Attorney