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Our File No. 77718 ELH

J.S. & M.S. O/B/O THEIR MINOR
[REDACTED] E.S.

Petitioner,

V.

SEA GIRT SCHOOL DISTRICT BOARD
OF EDUCATION

Respondent.

STATE OF NEW JERSEY
DEPARTMENT OF EDUCATION

OAL DOCKET NO.: EDS 1184-2013 S/
AGENCY REF NO.: 2015-21407

SETTLEMENT AGREEMENT

WHEREAS, E.S. is an educationally disabled student as defined in
N.J.A.C. 6A:14-1.1 et seq., and

WHEREAS, the Sea Girt Board of Education ("the District") is the
local educational authority with the responsibility of providing a free,
appropriate public education to E.S.; and

[REDACTED]

[REDACTED]

WHEREAS, a dispute exists between the parties, as to E.S.'s
program and placement;

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NOW THEREFORE, the parties, having a desire to settle all disputes regarding E.S.'s education from the beginning of time through the end of time, hereby agree as follows:

1. For the 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years, the District agrees to contribute twenty-five thousand dollars (\$25,000.00) per year [REDACTED]. The District shall pay \$25,000.00 directly to [REDACTED] when due by [REDACTED]. Parents shall be responsible for any and all educational costs in excess of this amount. If E.S. does not continue to be enrolled at [REDACTED] and the Parents are refunded any tuition monies, the District will be reimbursed by the Parents on a pro rated basis.
2. The District's liability insurer will reimburse Parents' counsel fees and costs in the amount of fifty one thousand dollars (\$51,000).
3. The District will provide transportation to E.S. to and from [REDACTED] during the regular school year commencing within one week of approval of this Agreement in a Final Decision by the Office of Administrative Law. The District will continue to provide transportation services during the regular school year through June 30, 2019 in accordance with the regular school day schedule.

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If the parents determine to send E.S. to an extended school year program at [REDACTED] they will provide transportation.

4. The parties agree that if E.S. ever ceases to attend [REDACTED], the Parents shall have a right to place E.S. unilaterally at any other New Jersey-accredited private school they deem appropriate. In such instance, the District will have a continuing financial responsibility to reimburse the Parents up to \$25,000 per year towards tuition as outlined in paragraph 1 above. As to transportation, if the cost to transport E.S. to and from the new unilateral placement is equal to or less than the most recent cost to transport E.S. to and from [REDACTED] the District will provide transportation to and from the new unilateral placement. If the cost to transport E.S. to and from the new unilateral placement exceeds the most recent cost to transport E.S. to and from [REDACTED] then the parents shall arrange for transportation and the District will contribute an amount equal to what it would have paid to continue transportation to and from [REDACTED]. Alternately, if the parents so choose and the total transportation cost differential is less than \$25,000, the District will provide transportation to and from the unilateral placement and lower the tuition reimbursement by the amount of such transportation cost differential.

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5. Alternately, if E.S. ceases to attend [REDACTED] and the Parents wish to have E.S. receive educational services from [REDACTED] the financial obligation set forth at paragraph 1 above will cease and the Parents and the Manasquan Child Study Team will collaborate on a new educational program to transition E.S. to [REDACTED] [REDACTED] or alternately to any other state-accredited educational placement which the parties determine to be appropriate. In such event, E.S.'s "stay put" placement under state and federal law will be defined as [REDACTED] or such alternate state-accredited placement.

6. E.S. is considered a nonpublic school student placed unilaterally in a private program by the Parents. As such, the District shall have no educational responsibility for E.S. The District's sole responsibility regarding E.S. is the reimbursement specified in paragraphs 1 and 2 and the transportation services specified in paragraphs 3 through 5.

7. Parents understand and agree that by meeting its responsibilities pursuant to this Agreement, the District has offered E.S. a free and appropriate public education for the years covered by this agreement.

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8. Except as provided in ¶ 5 herein, Parents further understand and agree that by accepting the financial reimbursement in lieu of educational services set forth in this agreement, they hereby relinquish and forever waive, on behalf of themselves and E.S., any entitlement to any educational or related services from the beginning of time through the end of time. Should E.S. be deemed to require further educational services or related services of any kind following the conclusion of [REDACTED] June 30, 2019, the responsibility for providing such services and for funding such services shall lie entirely with the Parents. On account of the payments set forth above, the District shall have no further financial or educational responsibility for E.S.

9. The terms of this Agreement shall be null and void if E.S. is no longer domiciled in the District.

10. Parents hereby withdraw the OPRA request submitted to the District on or about September 4, 2014.

11. The parties have reached this compromise to avoid the

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expense, inconvenience, and potential acrimony of a due process hearing under the special education laws. This Agreement does not constitute an admission by the District that any of its IEPs or proposed placements was inappropriate, or that it otherwise has failed to provide E.S. with a free and appropriate public education in the least restrictive environment appropriate to [REDACTED] needs. Nor does this Agreement constitute an admission by the Parents that the District has offered an appropriate IEP or placement, or that the District otherwise has provided E.S. with a free and appropriate public education in the least restrictive environment appropriate to [REDACTED] needs.

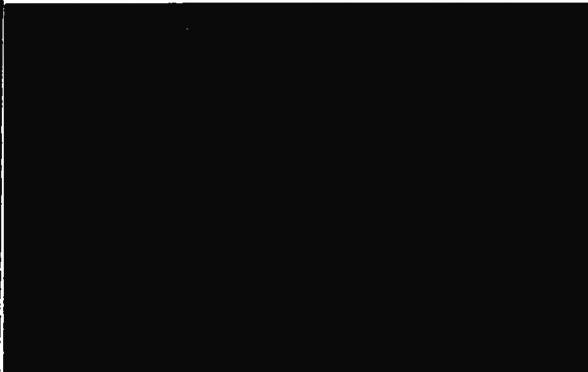
12. In consideration of the settlement of the captioned matter, Parents shall release the District from any and all claims, rights and liability, including but not limited to any and all claims for additional fees, compensatory education, money damages, civil liability, or any other equitable or legal relief related to E.S.'s educational needs from the beginning of time through the end of time.

13. This Agreement contains the entire Agreement and understanding between the parties and constitutes a full and final Agreement on any and all issues.
14. This Agreement shall be governed by the laws of the State of New Jersey.
15. If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.
16. The parties have entered into this Agreement freely and voluntarily with a full understanding of their rights and the contents of this Agreement. The parties acknowledge that they had the opportunity to consult with legal counsel and that they reviewed the Agreement in detail with their counsel and fully understand its requirements and limitations.
17. This Agreement may not be altered, amended or modified except by writing, signed and duly authorized by all parties.

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18. This Agreement shall be incorporated into a Final Order by the Administrative Law Judge and disposes of any and all claims that were raised or could have been raised in the captioned petition for due process. To the extent that this Agreement is not incorporated into a Final Order by the Office of Administrative Law, Parent agrees to withdraw the pending petition for due process with prejudice.

19. This Agreement is subject to ratification by the Sea Girt Board of Education. If it is not ratified, it shall be null and void.



Date: 9/29/14

Date: 9/29/14

ON BEHALF OF THE SEA GIRT BOARD OF EDUCATION

[Signature]

Date: 9/26/14

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