

METHFESSEL & WERBEL, ESQS.
3 Ethel Road, Suite 300
P.O. Box 3012
Edison, NJ 08818
(732) 248-4200
Fax (732) 248-2355
harrison@methwerb.com
Attorneys for Respondent, Sea Girt Board of Education

J-1
m
d
11-2-12
Jef

D.B. o/b/o W.B. : STATE OF NEW JERSEY
: DEPARTMENT OF EDUCATION
Petitioners, :
-vs- : DOCKET NO.
: AGENCY REF. NO.: 2012-18392
SEA GIRT BOARD OF EDUCATION :
Respondent. : **STIPULATION OF SETTLEMENT**

WHEREAS, W.B. 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 W.B.; and



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

NOW THEREFORE, the parties having a desire to settle the above matter in an amicable way hereby agree as follows:

1. For the 2012-2013 and 2013-2014 school years, the District agrees to contribute an amount not to exceed thirty thousand dollars (\$30,000.00) per year towards the cost of tuition at [REDACTED] upon receipt of proof of payment in the form of cancelled checks and the like, as well as proof of attendance. Parent shall be responsible for any and all costs at [REDACTED] in excess of this amount. If W.B. does not continue to attend [REDACTED] on a regular basis and the Parent is refunded any tuition monies, the District will be reimbursed by the Parent on a pro rated basis.
2. The District's liability insurer will reimburse Parent's counsel fees and costs in the amount of \$14,751.61.
3. Parent agrees to transport W.B. to and from [REDACTED] at Parent's own expense.
4. W.B. is considered a nonpublic school student placed unilaterally in a private program by the Parent. As a nonpublic student, the District shall have no educational responsibility for W.B. The District's sole responsibility regarding W.B. is the reimbursement specified in paragraphs 1 and 2.
5. In or around Spring 2014, W.B. shall undergo an evaluation conducted by the District's child study team. The Parent will cooperate fully with the District in making W.B. available for all reasonably necessary evaluations and observations at [REDACTED]. The parties shall convene an Eligibility I.E.P. meeting thereafter to develop an appropriate program in the District.
6. [REDACTED]

██████████ In an effort to achieve this goal, Parent shall provide any and all evaluations and/or testing of W.B., including but not limited to, testing secured privately by the Parent as well as testing performed by the staff at ██████████ ██████████ at the time testing results are provided to the Parent. Parent also agrees to provide any and all progress reports, report cards or any other documentation related to W.B.'s educational performance at the time said documentation is made available to the Parent.

7. The parties agree that if there is a dispute regarding program and placement for the 2014-2015 school year, the stay put program shall be ██████████. Parent retains the right, however, to continue W.B. at ██████████ at Parent's sole expense and to seek reimbursement through the filing of a due process petition contending that the program offered for the 2014-2015 school year is inappropriate.
8. The terms of this Agreement shall be null and void if W.B. is no longer domiciled in the District.
9. The parties have reached this compromise to avoid the 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 I.E.P.s or proposed placements was inappropriate, or that it otherwise has failed to provide W.B. with a free and appropriate public education in the least restrictive environment appropriate to his needs. Nor does this Agreement constitute an admission by the Parent that the District has offered an appropriate I.E.P. or placement, or that the District otherwise has provided W.B. with a free and

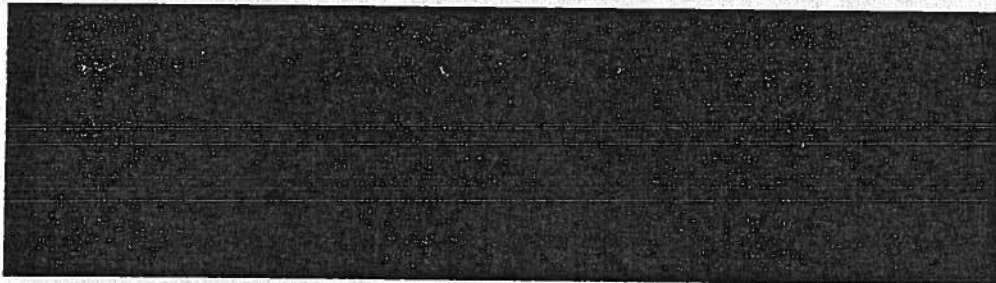
appropriate public education in the least restrictive environment appropriate to his needs.

10. In consideration of the settlement of the captioned matter, Parent waives her right to take any action against the District, including but not limited to, administrative actions, civil actions, complaint investigations, OCR investigations or any other action through the date of the execution of this Stipulation of Settlement.
11. In consideration of the settlement of the captioned matter, Parent 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 through June 30, 2014, the final day of the 2013-2014 school year.
12. This Agreement contains the entire Agreement and understanding between the parties and constitutes a full and final Agreement on any and all issues.
13. This Agreement shall be governed by the laws of the State of New Jersey.
14. 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.
15. 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.

16. This Agreement shall remain confidential to the maximum extent permitted by law and the Parent shall not disclose its form or contents to any third parties. If the Parent breaches this or any other provision of this Agreement, this Agreement shall be immediately rendered null and void.
17. This Agreement may not be altered, amended or modified except by writing, signed and duly authorized by all parties.
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.

ON BEHALF OF W.B.



ON BEHALF OF THE SEA GIRT BOARD OF EDUCATION

