

METHFESSEL & WERBEL, ESQS.  
3 Ethel Road, Suite 300  
PO Box 3012  
Edison, New Jersey 08818  
(732) 248-4200  
+1(732) 248-2355  
harrison@methwerb.com  
Attorneys for Sea Girt Board of Education  
Our File No. 77770 ELH

2013 SEP 23 4 47 25  
EDS 9393.13

J.T. AND L.T. O/B/O G.T.

Petitioner,

V.

SEA GIRT BOARD OF EDUCATION  
~~AND MANASQUAN BOARD OF~~  
EDUCATION

Respondents.

STATE OF NEW JERSEY  
OFFICE OF ADMINISTRATIVE LAW  
AGENCY REF NO.: 2013-19812  
OAL DKT. NO.: *EDS 9393.13*

**SETTLEMENT AGREEMENT**

WHEREAS, G.T. 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 ("Board" or "District") is the local educational authority with the responsibility of providing a free, appropriate, public education to G.T.; and

WHEREAS, [REDACTED] a ("J.T.") and [REDACTED] ("L.T.") are the parents of student G.T. (collectively referred to as "Petitioners"); and

WHEREAS, G.T. is a student residing within the District who is eligible to receive special education and related services under the classification of [REDACTED]; and

WHEREAS, a dispute existed with regard to G.T.'s educational program for the 2013-2014 school year, culminating in the filing of a petition for due process which was assigned Agency Reference Number 2013-19812; and

WHEREAS, as a result of that dispute with regard to G.T.'s educational program, [REDACTED]

[REDACTED];

WHEREAS, the parties, each having a desire to amicably settle any and all claims in all jurisdictions, asserted and unasserted, now hereby agree as follows:

1. The parties agree that in September 2013, G.T. will continue his current placement at [REDACTED]

[REDACTED]

[REDACTED] determines [REDACTED] is no longer eligible to attend or the parties agree to an alternate placement.

2. The District will reimburse Petitioners for all educational costs of G.T.'s placement at [REDACTED] for the entirety of the [REDACTED],

[REDACTED]s, which include [REDACTED] in the [REDACTED],

██████████, subject to the following annual maximum payments:

(i) \$50,000 for the 2013-2014 school year (inclusive of an ██████████),

(ii) \$55,000 for the 2014-2015 school year (inclusive of an ██████████);

(iii) \$60,500 for the 2015-2016 school year (inclusive of an ██████████);

(iv) \$66,550 for the 2016-2017 school year (inclusive of an ██████████);

(v) \$73,205 for the 2017-2018 school year (inclusive of an ██████████);

(vi) \$80,525.50 for the 2018-2019 school year (inclusive of an ██████████).

3. The parties agree that each school year is defined as commencing on July 1 and terminating on June 30.

4. It is understood and agreed that the annual maximum payments listed at paragraph 2 have been negotiated by the parties based on the parents' representation that the total educational expenses for the 2013-2014 school year (inclusive of the ██████████) will be less than \$50,000 and the parents' desire to ensure protection against tuition increases of no greater than 10% per year. The parties understand and agree that if ██████████ does not increase its annual

tuition or increases its annual tuition at a lower rate, the District will not be required to pay any sum greater than the lesser of the corresponding annual maximum payment at paragraph 2 and the actual educational tuition cost for each school year encompassed by this agreement.

5. Payment will be made to Petitioners within 30 days of the District's receipt of each proof of payment of the educational component of the cost of G.T.'s placement at [REDACTED] proof of attendance and proof of the parents' continued residence within the geographic area served by the Sea Girt Board of Education.

6. In the event that G.T. is no longer domiciled in the District, the Board's financial responsibility under this Agreement shall immediately cease, and Petitioners shall refund to the Board the balance of any sums paid for educational services rendered after G.T. ceased to be domiciled within the geographic area served by the District.

7. In the event that G.T.'s education or attendance at [REDACTED] is terminated for any reason, nothing will prevent Petitioners from seeking a free, appropriate public education through the Board so long as they are domiciled in Sea Girt.

8. Petitioners understand and agree that by meeting its responsibilities pursuant to this Agreement, the District has offered G.T. a free and appropriate public education for the [REDACTED] covered by this agreement.

9. J.T. and L.T., on their own behalf and on behalf of G.T., 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 J.T. and L.T., or G.T. arising out of events that have occurred prior to the date on which this Agreement is signed, including but not limited to the provision of an educational program and related services to G.T.

10. J.T. and L.T., on behalf of themselves and G.T., release and forever discharge the District, its officers, employees, administrators, agents and servants from any and all past, present or future claims which ■ or G.T. have or might have against them, because of all damages, liabilities, losses or injuries to person or property, or both, whether developed or undeveloped, including attorneys' fees, resulting or to result from the educational and related services provided to G.T. from the beginning of time through June 30, 2019.

11. The parties reserve the right to bring a claim before any tribunal of competent jurisdiction to enforce their rights under this Agreement.

12. The terms of this Agreement represent the compromise of disputed claims between the parties. This Agreement shall not be treated as an admission on the part of the District that it has not offered G.T. an appropriate program and placement at any time or that either party has

failed to act in accordance with any laws, statutes, regulations and/or codes.

13. All parties shall be responsible for their own attorney's fees and expert costs.

14. The parties acknowledge that they have consulted with legal counsel throughout the negotiation of this Agreement, and that they fully understand its requirements and limitations.

15. This Agreement shall be governed by the laws of the State of New Jersey and constitutes a complete legal release of any and all claims that were or could have been raised by Petitioners against the District regarding G.T. from the beginning of time until execution and/or entry hereof.

16. This Agreement contains the entire agreement between the parties hereto and is intended to resolve any and all disputes and issues, known or unknown, between them as of the date of execution of this Agreement.

17. This Agreement shall be incorporated into a final order by the Administrative Law Judge assigned to this matter.

18. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Therefore, Petitioners agree, jointly and severally, to indemnify and hold forever harmless the Board, its officers, employees, administrators, and/or

agents from any and all claims and actions that may at any time be made or instituted against them by anyone for the purposes of enforcing a claim for damages resulting from or relating to the educational placement, clinical services, evaluations and/or other related services provided to G.T., while enrolled at and/or attending the [REDACTED] or any alternative private school at which the Petitioners may place G.T.

19. The undersigned represent that they have the requisite authority to sign this Agreement on behalf of the respective parties named.

20. This Agreement is subject to ratification by the Board, and is not binding and without prejudice to any party if the terms are not agreed upon. The representatives of the District shall recommend the terms of this settlement to the Board for approval at its next regularly scheduled meeting.

21. The Parties recognize that each has been represented by legal counsel and that they sign this within Agreement as their own voluntary act and deed, and that they understand the duties and obligations enumerated herein. The Parties further state that they are fully satisfied with the legal representation provided by their respective counsel.

**THIS SECTION IS**

**INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date and year set forth below.

WITNESS:

Nicole M. VanGorden

WITNESS:

Nicole M. VanGorden

DATED: 8/20/13



Sea Girt Board of Education

By: Colleen Prior  
Colleen Prior, President

DATED: 9/16/13

Nicole M. VanGorden

