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The Courts of Red Bank, Bldg. 8
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<p>G.M. and A.M. o/b/o S.M.</p> <p style="text-align: center;">Petitioners,</p> <p>v.</p> <p>RANDOLPH TOWNSHIP BOARD OF EDUCATION, MONMOUTH COUNTY</p> <p style="text-align: center;">Respondent.</p>	<p style="text-align: center;">STATE OF NEW JERSEY OFFICE OF ADMINISTRATIVE LAW</p> <p style="text-align: center;">AGENCY REFERENCE NO: 2009-14397</p> <p style="text-align: center;"><u>SETTLEMENT AGREEMENT</u></p>
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The Randolph Township Board of Education (the “District”) having its administrative offices at 25 Schoolhouse Road, Randolph, New Jersey 07869 and G.M. and A.M. (the “Petitioners” or “Parents”), residing at _____, desiring to settle this special education mediation/due process matter in an amicable and mutually satisfactory manner, hereby set forth their full and complete agreement as follows:

WITNESSETH

WHEREAS, S.M. is a minor child who is classified as _____ and is eligible of special education and related services; and

WHEREAS, Petitioners currently reside in Randolph Township, New Jersey; and

WHEREAS, the Randolph Township School District (the “District”) is charged with the operations of the public schools of the Randolph Township School District, County of Morris, a K-12 school system, pursuant to Title 18A of the New Jersey Statutes; and ;

WHEREAS, S.M. is a _____ student who was previously in attendance at _____, pursuant to his current IEP, until the conclusion of the 2007-2008 school year; and

WHEREAS, Petitioners unilaterally placed S.M. in the _____ an out-of-district program _____, and then subsequently placed S.M. in the _____; and

WHEREAS, the District and Petitioners have been in continuing disagreement regarding the program to be provided to S.M. and the issue of reimbursement to Petitioners from the District for the unilateral placements.; and

WHEREAS, the parties, having entered into discussions at mediation on January 29, 2009 to seek an amicable resolution to this dispute, have reached an agreement to settle the above-referenced mediation/due process matter on the terms as follows:

NOW, THEREFORE, for the considerations specified below, the parties set forth the following mutual covenants and agreements:

1. The District hereby agrees to reimburse Petitioners for the educational costs incurred in connection with S.M.'s placement in treatment facilities as follows:
 - a. _____ for the 2008-2009 school year;
 - b. _____ for the 2009-2010 school year;
 - c. _____ for the 2010-2011 school year.

However, if there are any changes in circumstances, condition, diagnosis and/or placement, and/or the placement becomes inappropriate or unnecessary, the payments shall cease. At that point, the Child Study Team will convene to determine the appropriate placement for S.M.

2. Partial reimbursement pursuant to Paragraph 1, above, for expenses incurred by Petitioners prior to the approval of this Agreement shall be made upon submission of a claim accompanied by a receipted invoice(s) from the school or a canceled check or checks from Petitioners to the school, and a school district voucher signed by Petitioner. The fully documented claim will be placed on the “bill list” for Board approval and payment will be made following Board action. In the normal course of business, vouchers submitted on or before the 25th of the month will be paid following the Board’s regular public meeting in the next month.

Partial reimbursement pursuant to Paragraph 1 above for expenses incurred by Petitioners subsequent to the approval of this Agreement shall be made upon the periodic submission of claims documented in the manner set forth above and in accordance with the timeline set forth above.

3. Petitioners agree to immediately notify the District if and when there are any changes in S.M.’s circumstances, condition, diagnosis and/or placement.

4. The parties agree that any change in S.M.’s circumstances, condition, diagnosis and/or placement will allow the District to reexamine this matter in order to determine if the payments for the program continue to be appropriate.

5. The parties agree that the District shall have the right to have S.M. re-evaluated by the District’s Child Study Team at least once during the term of this Agreement and further, to require re-evaluation of S.M. by the District’s Child Study Team in the event of any further changes in placement.

6. The District’s Child Study Team will prepare an IEP in conjunction with the terms of this Agreement, upon the execution of this Agreement.

7. Petitioners agree to waive any and all claims to damages, expert costs, attorneys' fees and reimbursement of any other fees and expenses incurred in connection with this action and/or S.M.'s program up to the date of the execution of this Settlement Agreement. Petitioners agree to waive any right to pursue reasonable attorneys' fees and cost pursuant to the IDEA, 20 U.S.C. § 1415(e)(4), § 615(i), Rehabilitation Act of 1973, 29 U.S.C. § 701 *et. seq.*, as well as all other federal and state statutes providing for the reimbursement of reasonable attorneys' fees and costs related to Petitioners' request for due process.

8. This Settlement Agreement shall not constitute, be interpreted, construed or used as evidence of any admission of fact, law, responsibility, wrongdoing or liability on the part of the Respondent District or the Petitioner Parents and shall not be referred to in any subsequent proceedings by any party other than to enforce its terms. In the event that this Settlement Agreement is not fully executed and approved by all parties hereto, it shall become null and void and shall neither constitute an admission of any party nor be referred to by any party in any subsequent legal proceeding for any purposes whatsoever.

9. No later than thirty (30) days after the execution of this Settlement Agreement, the Agreement shall be filed with the Department of Education, Office of Special Programs, along with a copy of the Board of Education Resolution approving this Settlement Agreement. Petitioners agree to withdraw this matter immediately after this Settlement Agreement is signed by all parties.

10. Petitioners acknowledge that they have been represented by and have consulted with legal counsel throughout the negotiations of this Settlement Agreement and that they have reviewed this Settlement Agreement in detail and fully understands its requirements and limitations.

11. Petitioners hereby state that they are signing this Settlement Agreement voluntarily of their own free will and not under duress or coercion of any kind.

12. This Settlement Agreement shall be construed fairly according to the plain language of its terms and not for or against any party hereto.

13. If, during the term of this Settlement Agreement, it is found that a specific clause or clauses of the Agreement is/are illegal under Federal or State law, then the remainder of this Settlement Agreement not affected by Federal or State ruling shall remain in full force and effect.

14. All parties are bound by this Settlement Agreement and each of its provisions. Anyone who succeeds to the rights and responsibilities of Petitioners or their son, S.M., such as their successors and assigns, are also bound.

15. In further consideration for this Settlement Agreement, Petitioners and Respondent District agree that, following the full execution of this Agreement, they will keep all terms of this Agreement completely confidential. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, following the full execution of this Settlement Agreement, neither Petitioners, the Respondent District, the Respondent District's staff, nor their attorneys will take any action to publicize the terms and nature of this Settlement Agreement, except that disclosure is permitted: (1) as necessary with regard to any proceedings for the enforcement of the Settlement Agreement; (2) to the student's immediate family, attorneys, agents and pertinent Respondent District staff, who shall agree not to disclose the facts of or any of the terms of this Settlement Agreement as if they were a party to it; (3) as may be required by any court of agency of competent jurisdiction; and (4) as may be required by law.

16. The Settlement Agreement contains the full and complete agreement of the parties hereto with respect to its subject matter, that it supercedes any prior or contemporaneous representations, whether oral or written, and that it may not be modified or amended except by a written instrument signed by all parties hereto.

17. In consideration for the above, Petitioners agree that the terms of this Settlement Agreement shall constitute a full and complete settlement of all claims they have made or could have made, individually or jointly, in the above-captioned Due Process proceeding against the Randolph Township School District.

18. In consideration for the above, the Respondent District agrees that the terms of this Settlement Agreement shall constitute a full and complete settlement of all claims it made or could have made, individually or jointly, in the above-captioned Due Process proceeding against Petitioners.

19. Petitioners agree to accept the above-cited conditions in return for a full release of the claims set forth in the request for mediation/due process, Agency Reference Number _____.

IN WITNESS WHEREOF, the undersigned put their signatures on this _____ day of April, 2009.

FOR PETITIONER:

FOR RESPONDENT:

G.M.

Superintendent of Schools

DATED: _____

DATED: _____

A.M.

DATED: _____

School Business Administrator

DATED: _____