

SETTLEMENT AGREEMENT
BETWEEN THE
RANDOLPH TOWNSHIP BOARD OF EDUCATION
AND
S.B. and S.B. o/b/o Z.B.

The Randolph Township Board of Education (the “District”) having its administrative offices at 25 School House Road, Randolph, New Jersey 07869 and S.B. and S.B. (the “Parents”), residing at _____, desiring to settle this special education due process matter in an amicable and mutually satisfactory manner, hereby set forth their full and complete agreement as follows:

WITNESSETH

WHEREAS, Z.B. is a minor child who previously was receiving special education and related services at _____; and

WHEREAS, Z.B. is classified as eligible for special education and related services as “Specific Learning Disabled”; and

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

WHEREAS, Parents currently reside in the Township of Randolph and have resided in the Township of Randolph at all times relevant to this matter; and

WHEREAS, the District and Parents have been in continuing disagreement regarding the educational program to be provided to Z.B.; and

WHEREAS, Parents placed Z.B. at the _____ on or about July 2008 based on a diagnosis of depression and substance abuse issues by his own physicians; and

WHEREAS, the parties, having entered into discussions to seek an amicable resolution to this dispute, have reached an agreement to settle the above-referenced matter on the terms as follows; and

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

1. The District hereby agrees to render payment of thirty-five thousand dollars (\$35,000.00) for the July 1, 2008-June 30, 2009 school year, thirty-three thousand dollars (\$33,000.00) for the July 1, 2009-June 30, 2010 school year and thirty-one thousand dollars (\$31,000.00) for the July 1, 2010-June 30, 2011 school year to Parents for Z.B.'s placement at the_____. Payment for the 2008-2009 school year shall be made in a single lump sum. Payments for the 2009-2010 and 2010-2011 school years shall be made on a monthly prorated basis upon satisfaction of requirements as set forth in Paragraph 2, below.

2. The parties agree that payments shall be made directly to Parents as compensation for part of the cost of the _____program. Payments shall be made upon submission of claims and satisfactory documentation of proof of payment. Vouchers will be issued upon receipt of claims and should be executed and returned to the School District. Vouchers received on or before the 25th of the month will be paid following the regular public Board meeting in the following month. No payment shall be made until such time as the Board of Education may ratify this Settlement Agreement.

3. This Agreement shall terminate should there be a change in Z.B.'s placement. In that event, the parties shall enter into discussions concerning a new Agreement.

4. In the event that a new placement is contemplated for Z.B., the School District shall be notified in sufficient time to participate in the placement decision. To that end, the Parents agree to make Z.B. available to the District Child Study Team, including the District's

designated psychiatrist; and, further, that the Child Study Team will be granted full access to Z.B.'s medical and school records and the staff of _____ to gather information for the re-evaluation.

5. The parties hereby agree that the District's payment(s) towards Z.B.'s program is contingent upon Parents making Z.B. available for re-evaluation by the Child Study Team at a mutually convenient time.

6. Parents, represented by Stacey Therese Cherry, Esq., acknowledge that they have reviewed this Agreement in detail and fully understand its requirements and limitations. Parents hereby state that they are signing this Agreement voluntarily of their own free will and not under duress or coercion of any kind.

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

8. The 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.

9. In consideration for the above, the Parents agree to waive their right to pursue a Petition for Due Process pursuant to the IDEA (20 U.S.C. § 1415 et seq.) or the New Jersey Administrative Code (N.J.A.C. 6A:14-1 et seq.); as well as all other Federal and State statutes providing for a request for Due Process, regarding this matter. It is agreed and understood by the parties that nothing in this Paragraph will deprive the parents of their rights under applicable statutes and administrative regulations in the event that the Agreement is terminated pursuant to Paragraph 3., above.

10. The parties acknowledge and agree that the terms and conditions of this Agreement shall become null and void in the event that Parents are no longer domiciled in the district of Randolph.

11. If, during the term of this 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 Agreement not affected by Federal or State ruling shall remain in full force and effect.

12. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to the rights and responsibilities of Parents S.B. and S.B. or their son, Z.B., such as their successors and assigns, are also bound.

13. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that, following the full execution of this Agreement, neither Parents, District, District's staff, nor their attorneys will take any action to publicize the terms and nature of this Agreement, except that disclosure is permitted: (1) as necessary with regard to any proceedings for the enforcement of the Agreement; (2) to the student's immediate family, attorneys, agents and pertinent District staff, who shall agree not to disclose the facts of or any of the terms of this 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.

14. In consideration for the above, Parents agree that the terms of this Agreement shall constitute a full and complete settlement of all claims they have made or could have made, individually or jointly, in this matter against the Randolph Township School District.

15. In consideration for the above, the District agrees that the terms of this Agreement shall constitute a full and complete settlement of all claims it made or could have made, individually or jointly, in this matter against Parents.

16. Parents agree to accept the above-cited conditions in return for a full release of the claims set forth in this matter.

17. The District agrees to accept the above-cited conditions in return for a full release of the claims set forth in this matter.

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

For Parents

For District

S.B.

Superintendent Randolph Township
School District

Dated: _____

Dated: _____

S.B.

Business Administrator

Dated: _____

Dated: _____