

SCHENCK, PRICE, SMITH & KING, LLP
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Attorneys for Plaintiff,
Board of Education of the City of Newark,
in the County of Essex

NEWARK BOARD OF EDUCATION,

Plaintiff,

v.

o/b/o

Defendants.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Docket No.: Dkt. No.:

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

WHEREAS, is an educationally disabled student as defined in *20 U.S.C. 1412* and *N.J.A.C. 6A:14-1.1 et seq.*, and has been determined eligible for special education and related services; and

WHEREAS, Newark Board of Education ("Board") is the local educational authority with the responsibility of providing a free, appropriate public education to; and

WHEREAS, Plaintiff filed the immediate action challenging the decision of an administrative law judge relative to the provision of a free and appropriate public education; and

WHEREAS, Defendants filed an answer and an application seeking to recover attorney fees and costs as a prevailing party; and

WHEREAS, the Parties, without any admissions of liability, are desirous of resolving the matter without formal resolution of the issues raised by either party by the Court, including

Defendants' application for attorney fees and costs in the above matter;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, it is hereby agreed by and between the parties hereto as follows:

1. **Payment.** The Board shall pay the sum of thirty-two thousand and five hundred dollars (\$32,500.00) in full satisfaction of Defendant's application for reimbursement of attorney fees and costs in connection with the underlying litigation in this matter. Payment shall be made by the Board within forty-five (45) business days of the Board's final approval of this Agreement. Any and all payments due and owing to Defendant shall be made payable to the "Trust Account of Coyle Law Group, LLP" who shall be, and remain, at all times solely responsible for the disbursement and allocation of all funds between and among any and all of Defendant's attorneys, including but not limited to any and all claims for attorneys' fees made by and from John Rue and Associates. The Parties acknowledge that the foregoing singular payment is made in full satisfaction of all fees incurred by and through any and all attorneys rendering services on behalf of [REDACTED] individually and on behalf of [REDACTED] in connection with this litigation and the underlying claims associated with this litigation.

2. Defendants agree that, upon implementation of the terms of this Agreement, the Board will have fulfilled all of its obligations relating to the above claim for fees and costs in the above-captioned matter. Defendant agrees that she shall make no claim and shall cause no other individual to make any further or other claim, in any forum for the payment of any additional or other counsel fees or costs above what is being paid pursuant to this Agreement under either State or federal law. As such, the Parties agree by way of example, but without limitation, that Defendant shall not initiate nor continue any actions against the Board such as, administrative actions, civil actions, complaint investigations, or OCR investigations up to the date that this

Agreement is executed on behalf of the Board related to recovery of counsel fees or costs related to this action.

3. In consideration of the above, [REDACTED] individually and on behalf of [REDACTED] hereby fully and completely releases the Board, its members, officers, administrators, agents, servants, employees, and assigns (the "Released Parties") from any and all claims for attorney fees and costs which were incurred or could have been incurred under the following docket numbers: OAL Dkt Nos.: [REDACTED] and under Civil Action No. [REDACTED]

[REDACTED] further acknowledges that she, individually and on behalf of [REDACTED] and on behalf of any individual who may seek to make claims on behalf of [REDACTED] fully and completely releases the Released Parties from all other claims for attorney's and other professional fees and costs, whether known or unknown, or to the extent permitted by applicable law through the date on which Defendant [REDACTED] executes this Agreement. Nothing in the release set forth in this Paragraph shall be construed as a release or waiver of any claims between the Parties seeking to enforce any term or provision of this Agreement.

4. This Agreement is dispositive of the issues in dispute between the Parties hereto and constitutes the final resolution of the issues raised in the instant litigation and the underlying administrative matters between the Parties.

5. Defendant, [REDACTED] represents she has sole authority to enter into this Agreement, and that it shall be binding as if entered into by any other parent and/or guardian of [REDACTED] who is not a party hereto.

6. Defendant, [REDACTED] acknowledges she has read and understands the terms of this Agreement, she has had the opportunity to have the Agreement reviewed by counsel, she is satisfied with the advice of her counsel, and she is entering into this Agreement knowingly, freely, voluntarily, without coercion and not under the influence of anything or anyone.

7. The Parties agree and acknowledge that this settlement and release in no way entitles Defendants to claim that they are a "prevailing party" in connection with any of the underlying administrative proceedings, the instant Complaint or this Agreement.

8. Defendant agrees and acknowledges this Agreement is subject to approval by the Board during its next regularly scheduled meeting. The Parties further agree that this Agreement shall not be binding or enforceable as to either Party prior to such approval.

9. Defendant agrees that the terms of this Settlement Agreement are and shall be kept confidential to the fullest extent of the law and agree that neither she, her attorney, nor anyone under her or their control will provide copies of this Settlement Agreement or disclose the contents of this Settlement Agreement or the underlying factual allegations relating to this Settlement Agreement except that (1) the Parties may provide the Settlement Agreement or disclose its contents pursuant to a subpoena or other compulsory process or as required by law; (2) the Parties may disclose copies of this Settlement Agreement in an action to enforce their respective rights under the Agreement; (3) the Parties may provide copies of this Settlement Agreement to their accountant(s) or any attorney giving advice concerning the contents of this Agreement; and (4) the Board may release the Settlement Agreement as may be required to meet its obligations pursuant to law.

10. This Agreement contains the entire Agreement and understanding between the Parties related to the issues addressed herein and constitutes a full and final Agreement on any and all such issues.

11. This Agreement shall be governed by the laws of the State of New Jersey.

12. If, during the term of this Agreement, a specific clause of this Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of this Agreement shall not be affected by such a ruling and shall remain in full force and effect.

13. **Stipulation of Dismissal.** The Defendant shall execute a copy of this Agreement which shall be forwarded to counsel for the Board to secure the Board's approval at its next available meeting after execution by the Defendant. Upon providing a copy of the fully executed copy of the Agreement, counsel for the Defendant shall execute a Stipulation of Dismissal of the claims raised in [REDACTED] in the form previously provided by counsel for the Plaintiff.

14. This Agreement may only be amended in writing by way of a document signed by all Parties.

DEFENDANT:

[REDACTED]
[REDACTED]
[REDACTED] Parent [REDACTED]

Date:

8/24/22

NEWARK BOARD OF EDUCATION:

By:

Dawn Haynes
Dawn Haynes, Board President

Date:

8/29/22