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 Attorneys for Respondent,
 Lacey Township Board of Education

_____	:	STATE OF NEW JERSEY
	:	OFFICE OF ADMINISTRATIVE LAW
Petitioner,	:	DOCKET NOS.: EDS 10984-22
	:	
vs.	:	
	:	AGENCY REF. NOS.: 2023-35129
	:	
Lacey Township Board of	:	
Education,	:	
	:	
_____ Respondent.	:	

STIPULATION OF SETTLEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT (the "Agreement") made by and between the Lacey Township Board of Education, with its principal office located in Lacey, New Jersey (hereinafter referred to as the "Board" or "District") and _____ (hereinafter referred to as "Parent" or "Petitioner") on behalf of student _____ (hereinafter referred to as _____ or "student").

WHEREAS, the Lacey Township Board of Education is the local educational authority with the responsibility of providing a free, appropriate, public education to _____; and

WHEREAS, a dispute exists with regard to the educational program and placement concerning the student; and

WHEREAS, the parties having a desire to settle the above matters in an amicable way so as to avoid a due process hearing and any further legal proceedings.

NOW THEREFORE, in consideration of the mutual premises and promises the parties hereto agree as follows:

1. [REDACTED] shall be deemed graduated on the last day of school in June of 2023. This settlement agreement shall serve as the required notice of graduation and [REDACTED] agrees to waive the 15 day notice to review same. No additional programming or services shall be added to the existing IEP from now until the end of the school year.
2. [REDACTED] high school diploma shall be available to be picked up from the District on the last day of school in June 2023. It shall be dated June 2023.
3. The Board shall establish of compensatory education bank in the amount of Twenty-Five Thousand Dollars (\$25,000).
4. Upon approval of this agreement by the Board of Education, parent and [REDACTED] may draw upon the bank set forth in Paragraph 3 for the cost of the following services for [REDACTED]:
 - a. Instruction provided by certified teachers
 - b. Educational Services through the Jersey Shore Learning Center
 - c. On-line remedial academic programs / courses
 - d. Remedial college courses which cannot be applied to satisfy degree requirements
 - e. Vocational and / or Trade School Programs.
 - f. Transportation reimbursement to the above listed services / programs at the IRS mileage rate.
5. District shall reimburse the Parent the amount of Four Thousand, Six Hundred and One Dollars (\$4,601.00) representing the cost of transportation to and from Ocean Community College (OCC) for 15 Wednesdays for the Spring 2023 semester as well as the 35 days in the Fall of 2022 at the IRS mileage rate equal to \$92.02 a day. This reimbursement shall be conditioned upon receipt of an executed purchase order (as provided by the District in the standard form). Said payment shall be made to the Parent no later than sixty (60) days of providing the executed purchase order to the District.
6. District staff will complete a Transition Assessment prior to June 2023.
7. The District will have one Exit IEP meeting after the completion of the Transition Assessment in accordance with state and federal law.
8. District will invite the New Jersey Division of Developmental Disabilities to the Exit meeting set forth in paragraph 7.
9. District will provide [REDACTED] with a certificate of attendance pursuant to Alicia's Law.

10. District will directly pay Cindy Redling, Esq. attorneys' fees in the amount of Five Thousand (\$5,000). This reimbursement shall be conditioned upon receipt of an executed purchase order (as provided by the District in the standard form) and an executed W-9 Form. Said payment shall be made to the attorney no later than sixty (60) days of providing the executed purchase order and W-9 to the District.
11. The Parent shall have sole discretion as to the selection of a provider and the provision of services, the duration and rates for or of such services paid for under Paragraph 3 & 4 of this Agreement. In order to receive reimbursement for the services described herein, the Parent understands and agrees that the services must be provided by an individual licensed to practice in New Jersey. Requests for reimbursement shall be conditioned upon receipt of an executed purchase order (as provided by the District in the standard form), proof of services rendered by the provider in the form of an invoice or similar document, and proof of payment (in form of cancelled checks or credit card payment) for said services by the Parent. Requests for transportation reimbursement shall be contingent upon and accompanied by attendance documentation. Parent may also request that payment be made directly to the provider, center, college (for remedial courses only), vocational and / or trade school upon proof of enrollment, an executed purchase order, and invoice for services or program. All such payments shall be made to the Parent or provider within and no later than sixty (60) days of providing such proof for the provision of services and / or payment.
12. Parent understands that any request for reimbursement must be made to the District by June 30, 2026. Any funds not utilized by this date shall be waived.
13. Since [REDACTED] will be deemed graduated in June of 2023, Parent agrees and understands that there will be no District IEP and that District has no responsibility to provide or monitor the student's programs or placement set forth in Paragraph 4 in any manner during the term of this agreement.
14. In consideration of the settlement of the captioned matter, Petitioner shall release the District from any and all claims, rights and liability, including but not limited to any claims or costs for additional attorney's fees, compensatory education, including Individuals with Disabilities Education Act, 20 U.S.C. 1400, et seq, or NJAC 6A:14, COVID related compensatory education under S905 or related law, independent evaluations, civil liability, reimbursement for any other placement, program or related service, or any other equitable or legal relief at all relevant times.

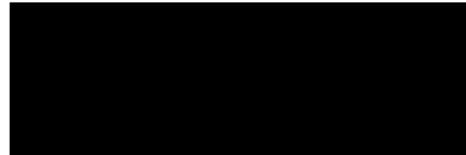
15. Parents agree to indemnify and hold harmless the Board, their current and former members, officers, directors, agents, servants, employees, successors, attorneys, assigns and affiliates, of and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, initiated by anyone on behalf of [REDACTED] or by [REDACTED], arising out of or in any way related to agreements, events acts, omissions or conduct which relate or are premised the placement of [REDACTED], including but not limited to, any and all such claims and demands directly or indirectly arising from or in any way connected with the Board's obligation to provide [REDACTED] with an appropriate education; any claims pursuant to any federal, state, or local laws or causes of action; and any claims pursuant to federal and state special education laws, including, but not limited to, the Individuals with Disabilities Education Act, 20 U.S.C. 1400, et seq.; N.J.S.A. 18A:46-1, et seq.; and N.J.A.C. 6A:14-1, et seq. and / or any claim raised or claim that could have been raised whether known or unknown.
16. The parties acknowledge that they have been represented by and consulted with legal counsel throughout the negotiations of this Stipulation, that they have reviewed this Stipulation in detail with their counsel, that they fully understand its requirements and limitations, and that they are entering into this Agreement freely and voluntarily. The parties further expressly state that they are fully satisfied with the representation provided by their legal counsel.
17. This Agreement contains the entire agreement between the parties hereto and is intended to resolve all disputes and issues between them.
18. This Agreement shall remain confidential, and Petitioner shall not disclose its form or contents to third parties, except as allowed for enforcement purposes and to outside parties for purposes of showing proof that District will be providing direct payment for covered services.
19. This Agreement shall be governed by the laws of the State of New Jersey.
20. 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.
21. This Agreement may not be altered, amended or modified except by writing, signed and duly authorized by all parties.

22. This Agreement disposes of any and all claims that were raised or could have been raised in the captioned petitions for Due Process.

23. This Agreement is subject to ratification and approval by the Lacey Township Board of Education after receipt of a signed Agreement from Petitioner.

24. This settlement agreement shall be incorporated into a final decision by the Administrative Law Judge.

Date: 22 March 2023



Date: 04/20/2023

By:

Linda A. Downing
Board President of the Lacey
Township Board of Education