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	:	
	:	STATE OF NEW JERSEY
	:	OFFICE OF ADMINISTRATIVE LAW
Petitioners,	:	OAL DOCKET NO.: EDS-
	:	AGENCY REF. NO.
-vs-	:	
	:	AMENDMENT TO SETTLEMENT
Brick Twp. Public Schools,	:	AGREEMENT
	:	
Respondent,	:	
	:	

WHEREAS, ("Petitioners") are domiciled within the Brick Township Public School District; and

WHEREAS, is a second grade educationally disabled student as defined in N.J.A.C. 6A:14-1.1 et seq., and is eligible for Special Education and Related Services under the category of Auditorily Impaired; and

WHEREAS, Brick Township Public Schools is the local educational agency with the responsibility of providing a free, appropriate public education to and

WHEREAS, a dispute arose with regard to , educational program; and

NOW THEREFORE, the parties having a desire to settle the above matter in an amicable way hereby agree as follows:

1. Effective March 12, 2018 was disenrolled from the Brick Township Public School District and considered a nonpublic school student placed unilaterally in a private program by Petitioners. The Settlement Agreement dated March 21, 2018

shall remain in effect through the conclusion of the 2019-2020 school year. Thereafter the following terms will apply:

- a. For the 2020-2021 school year (July 1, 2020-June 30, 2021), and the 2021-2022 school year (July 1, 2021-June 30, 2022) the District agrees to contribute a maximum of thirty thousand dollars (\$30,000) towards related services including, but not limited to, speech therapy, services from a Teacher of The Deaf and an aide. The parties agree that Petitioners shall pay the service providers directly. Petitioners shall then submit proof of payment in the form of cancelled checks or credit card statements directly to the district for reimbursement. Invoices shall be submitted on a monthly basis and same invoices shall be paid within 45 days of the Board of Education meeting in which the invoice was approved. Any monies not used by June 30 of each year shall be deemed waived.
 - b. A meeting will occur no later than May 1, 2022 to prepare for Summer 2022 program and 2022-2023 educational programming. If the parties agree, the above shall continue.
 - c. If a dispute arises with regard to the educational services for the 2022-2023 school year (including ESY) then the parties agree that the stay put placement shall be the terms outlined in the original settlement agreement. At the conclusion of each subsequent year, the above procedure shall be implemented.
 - d. shall be permitted to take with him his District issued F.M. system.
 - e. No later than September 15, 2021 the parties will meet for an evaluation planning meeting. The parties agree that the testing will be completed no later than April 1, 2022.
2. In the event that Petitioners are no longer domiciled in the District, the District's financial responsibility under this Agreement shall immediately cease.
 3. The parties have reached this compromise to avoid the expense, inconvenience, and potential acrimony of a due process hearing under the special education laws of the State of New Jersey. It is understood that the execution of this Agreement does not constitute an admission by the District. The District specifically disclaims any liability to Petitioners for any actions or omissions with respect to J.C.'s education.
 4. In consideration of the above, Petitioners, individually and on behalf of hereby fully and completely release the District, its members, officers, administrators,

agents, servants, employees, or assigns from any and all claims they have or may have accrued against the District as of the date of Board approval of this Agreement, under any law, regulation, or legal theory, and including, without limitation, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794(a), §705(8), the Family Education Rights and Privacy Act, 20 U.S.C. §1232g, *et seq.*, 29 U.S.C. §794(a), 42 U.S.C. §1983, 42 U.S.C. §1988, 29 U.S.C. §705(20), the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §1400, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. §12132, *et seq.*, the Rehabilitation Act of 1973, 20 U.S.C. §7801, Title II of the Americans with Disabilities Act, 42 U.S.C. §12132, *et seq.*, N.J.A.C. 6A:14-1.1, *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. §621, *et seq.*, all as amended, any statutes of New Jersey including but not limited to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.*, or any other claims which have been or could have been asserted by or Petitioners on behalf of , in any forum arising out of or connected with s education by the District, including but not limited to, claims for attorney's and other professional fees and costs, reimbursement related to any unilateral and/or out-of-district placement for whether known or unknown, or to the extent permitted by applicable law for so long as remains at St. Dominics. Parties further agree, by way of specific example, but without limitation, to waive their right to institute any actions against each other such as, administrative actions, civil actions, complaint investigations, or OCR investigations regarding the education of for so long as remains at St. Dominics under the terms of 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.

5. Petitioners further agree, jointly and severally, to indemnify and hold forever harmless the District, its members, officers, employees, administrators, agents, servants, and assigns from and against any and all claims, complaints, suits, demands, costs, expenses, evaluations, or legal fees other listed than above, penalties, losses, damages, judgments, challenges, or liabilities of any kind, successful or unsuccessful, brought or made by anyone, including or anyone acting on behalf of , at any time subsequent to the Board approval date of this Agreement, and in any judicial or administrative court, tribunal, or other forum, in connection with or in any way related to the duties and responsibilities of the District toward including but not limited to, claims or actions arising under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §1400 *et seq.*, N.J.S.A. 18A:46-1 *et seq.*, or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. §300.1 *et seq.*, N.J.A.C. 6A:14-1 *et seq.*, claims or actions arising under Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §701 *et seq.*, or any federal or state administrative regulations promulgated thereunder, 34 C.F.R. §104.1 *et seq.*, claims or actions for compensatory education, claims or actions arising under the

Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, or any federal administrative regulations promulgated thereunder, 34 C.F.R. §99 *et seq.*, claims or actions arising under the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 *et seq.*, claims or actions arising under the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1 *et seq.*, claims or actions arising under the Anti-Bullying Bill of Rights Act ("ABBRA"), N.J.S.A. 18A:37-13 *et seq.*, claims or actions arising under Title IX of the Educational Amendments of 1972, 20 U.S.C. §1681 *et seq.*, claims or actions arising under 42 U.S.C. § 1983, claims or actions for personal injury or property destruction, or any other claims or actions whether brought pursuant to statute, common law, or otherwise, for so long as remains at St. Dominics and as long as the District fulfills its financial obligation in accordance with the terms of this Agreement.

6. This Agreement contains the entire Agreement and understanding between the parties and constitutes a full and final Agreement on any and all issues contained herein as of the date of this Agreement.
7. This Agreement disposes of any and all claims that were raised or could have been raised in the captioned petition for due process. Neither party shall be deemed a prevailing party.
8. This Agreement shall be governed by the laws of the State of New Jersey.
9. This Agreement shall be construed as if it were drafted by both parties contemporaneously.
10. 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.
11. The parties have entered into this Agreement freely and voluntarily with a full understanding of their rights and the contents of this Agreement. The parties acknowledge that they had the opportunity to consult with a representative of their choice and that they reviewed the Agreement in detail with their counsel representative and fully understand its requirements and limitations and their duties and responsibilities. The parties further state that they are fully satisfied with the legal representation provided by their respective counsel.
12. This Agreement shall remain confidential to the maximum extent permitted by law and Paetitioners and the parties shall not disclose its form or contents to any third parties except where required by law or in order to enforce this agreement. If

Petitioners breach this confidentiality provision, the District's financial obligation shall be immediately terminated.

Date: 6-30-2020

Date: 6-30-2020

ON BEHALF OF THE BRICK TOWNSHIP PUBLIC SCHOOL DISTRICT

Stephanie Wohlrab
Board of Education President
Date: _____

James W. Edwards, Jr., CPA
Business Administrator/Board Secretary
Date: _____