

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is made and entered into on this 18th day of November, 2021, by and between _____ individually and on behalf of their child, _____ (hereinafter referred to as the "Parents"), residing at _____ and the Brick Township Public Schools (hereinafter referred to as the "Board" or "District") located at 101 Hendrickson Avenue, Brick, NJ 08724.

WHEREAS, _____ was born on _____ and has been categorized with mild intellectual disability, and diagnosed with Down Syndrome and apraxia with related medical needs; and

WHEREAS, _____ is eligible for special education and related services pursuant 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:14-1.1, et seq.*; and

WHEREAS, the Board is the local education agency ("LEA") responsible for providing _____ free and appropriate public education ("FAPE") in the least restrictive environment ("LRE"); and

WHEREAS, Parents brought an action for emergent relief against the Board on September 27, 2021 concerning their claims of issues involving a break in delivery of services and issues concerning placement pending the outcome of due process proceedings relating to the implementation of _____ individualized education program ("IEP") for the 2021-2022 schooling year; and

WHEREAS, a conference call was held on September 29, 2021 among counsel and the Administrative Law Judge assigned to the matter, The Honorable Mary Ann Bogan, A.L.J.; and

WHEREAS, the parties participated in two (2) oral argument sessions, via Zoom, on September 30, 2021; and

WHEREAS, the parties negotiated in good faith during both of those oral argument sessions, via Zoom; and

WHEREAS, as a result of those good faith negotiations the parties were able to reach a resolution on all disputed matters relative to the September 27, 2021 filing of the action for emergency relief; and

NOW, THEREFORE, in consideration of mutual promises, covenants and other good and valuable consideration, set forth herein, the parties agree as follows:

1. The District will reimburse the parents the sum of \$4,794.00 for homebound instructional services from September 13, 2021 through and including October 22, 2021. The reimbursement is comprised of two (2) parts as follows:

- Part 1: September 13, 2021 through including October 1, 2021. This period of time represents fifteen (15) school days. The Board will reimburse the parents for homebound instruction services by following this simple formula: 15 school days X 4 hours of home instruction per day = 60 hours X \$47.00 per hour (which is the homebound instructional hourly rate as identified for the 2021-2022 school year in the District's current collective bargaining agreement). The 60 hours X \$47.00 per hour = \$2,820.00.
 - Part 2: October 4, 2021 through and including October 22, 2021. This period of time represents fourteen (14) school days. Note: Monday, October 11, 2021 is a holiday, and schools are closed. The Board will reimburse the parents for homebound instruction services by following this simple formula: 14 school days X 3 hours of home instruction per day = 42 hours X \$47.00 per hour (which is the homebound instructional hourly rate as identified for the 2021-2022 school year in the District's current collective bargaining agreement). The 42 hours X \$47.00 per hour = \$1,974.00.
2. Effective Monday, October 4, 2021 through and including October 22, 2021, [redacted] will return to attending school in the District's Lanes Mill Elementary School on a partial day program. The student will attend school during this time on the partial day program starting at 11:20 A.M., and [redacted]'s school day will end at 2:50 P.M. (the normal dismissal time for all students at the school).
 3. [redacted] parents will be solely responsible for transporting their child to the school in the morning during this time of October 4, 2021 through and including October 22, 2021. Transportation services will be provided to [redacted] by the District in the afternoon during this time of October 4, 2021 through and including October 22, 2021.
 4. The parties recognize that the student's "stay put" IEP entitles him to receive the following staff:
 - a) Regular education teacher
 - b) Special education teacher for both In-class resource classes (Science and social studies) and pull-out resource classes (English/Language Arts and Mathematics)
 - c) 1:1 aide
 - d) Board-certified behavioral analysis ("BCBA")
 - e) Registered behavioral technician ("RBT")
 - f) Related service providers
 5. The parties agreed that from October 4, 2021 through and including October 22, 2021 only, C.M. would have the following staff:
 - a) Regular education teacher
 - b) Special education teacher for pull-out Mathematics
 - c) 1:1 aide
 - d) BCBA

e) Related service providers

6. The parties agreed and understood that effective October 25, 2021, [redacted] would receive the full complement of staff as identified in his "stay put" IEP.
7. The District agreed to provide the parents a daily checklist of [redacted]'s behaviors during his partial day program from October 4, 2021 through and including October 22, 2021. The daily checklist would be developed by the District and completed by the BCBA.
8. On October 28, 2021, an IEP meeting was held to discuss [redacted] introduction to full school days.
9. If, at any point while this Agreement is in effect, the Parents cease to be domiciled in the District, the Parents shall notify the District immediately, and the District's obligations hereunder shall cease, with the exception of Paragraph 1., which obligation shall survive any change of domicile.
10. This Agreement is made without any admission of liability or responsibility by the Board and shall not be construed as an admission by the Board that it did not, at all times relevant hereto, properly perform its duties and obligations regarding the evaluation and education of [redacted] in accordance with the law.
11. In consideration for the above, the Petitioners, individually and on behalf of [redacted] hereby fully and completely release the District, its board, employees, directors, administrators, and agents through the date this Agreement is signed from any and all claims against the District under any law, regulation, or legal theory, including without limitation, Section 504 of the Rehabilitation Act, IDEIA, N.J.A.C. 6A:14-1.1 et. seq., New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et. seq., N.J.S.A. 18A-46.1 et. seq., the Americans with Disabilities Act ("ADA"), or any federal, or state administrative regulation, or any other claims which have been or could have been asserted by the Petitioners on behalf of [redacted] in any forum, for compensatory education or damages arising out of, or connected with the provision of a free, appropriate public education ("FAPE") by the District from September 10, 2021 through October 22, 2021. This does not include attorneys' fees, other professional fees, and any other costs. Nothing in this release set forth in this Paragraph shall prevent the parties from bringing an action to enforce any term or provision of this Agreement.
12. The Parties acknowledge that they have read and understand the terms of this Agreement, that they have had the opportunity to have the Agreement reviewed by counsel of their choosing, that they are satisfied with the advice of their respective counsel, and that they are entering into this Agreement knowingly, freely, voluntarily, without coercion or duress and not under the influence of anything or anyone.
13. The Parties agree that neither party is considered a "prevailing party" and neither party is entitled to expenses, attorney's fees, professional fees, or any costs solely by virtue of this agreement. Both parties reserve their rights with respect to any claim, and defense thereto, in the underlying due process proceeding, for expenses, attorney's fees,

professional fees, and any other costs pursuant to 20 U.S.C. §1415 or another other federal or state statute, including fees and costs associated with the action for emergent relief.

14. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of New Jersey as applied to contracts made and to be performed entirely within New Jersey.
15. 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.
16. Parents agree and acknowledge that this Agreement is subject to approval by the Board during its next regularly scheduled meeting following the execution of this Agreement. If approved by the Board at its next, regularly scheduled Board meeting, all reimbursements shall be paid to the parents in the normal course of the Board's bill paying practices.

The parties here acknowledge their agreement to the terms set forth above by signing below.

Stephanie Wohlrab, Board President
Brick Township Public Schools

Date:

James Edwards, Business Administrator/Board Secretary
Brick Township Public Schools

Date:

11/18/21
Date:

11/18/21
Date: