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Attorneys for Respondent
Brick Township Board of Education
Our File No.: BRICK-144

	:	
	:	STATE OF NEW JERSEY
	:	DEPARTMENT OF EDUCATION
Petitioners,	:	
	:	OFFICE OF SPECIAL EDUCATION
	:	PROGRAMS
v.	:	
	:	OAL DOCKET NO.: EDS 2427-19
BRICK TOWNSHIP BOARD OF	:	AGENCY REF. NO.: 2019-29277
EDUCATION,	:	
	:	
Respondents.	:	SETTLEMENT AGREEMENT
	:	
	:	

WHEREAS [redacted] who was born on [redacted] currently [redacted] s of [redacted] age, is currently an [redacted] student at the Laurel School located in Princeton, New Jersey, and is eligible for the provision of special education and related services under 20 U.S.C. §1415 et seq., and N.J.A.C. 6A:14-1.1 et seq.; and

WHEREAS, the Brick Township Board of Education (hereinafter "Board") is the local educational authority ("LEA") with responsibility for providing a free and appropriate public education ("FAPE") in the least restrictive environment ("LRE") to D.A. during the 2018-2019 school year; and

WHEREAS, [redacted] has been determined eligible to receive special education and related services under the classification of Specific Learning Disability with a diagnosis of dyslexia; and

WHEREAS, in the spring of 2018, [redacted] underwent psychological and educational testing as part of his triennial reevaluation; and

WHEREAS, the results of [redacted] triennial evaluations show that his full scale IQ is in the average range, and that his reading has improved since his previous educational evaluation in 2015; and

WHEREAS, [redacted] was previously placed at the Laurel School by way of a Settlement Agreement between the parties in January 2016; and

WHEREAS, a dispute arose between the parties regarding [redacted] educational programming and placement during the 2018-2019 school year; and

WHEREAS, on or about January 12, 2019, [redacted] parent, through her educational advocate, Joelle Nappi, filed a Due Process Petition seeking continued placement at the Laurel School for the 2018-2019 school year; and

WHEREAS, on or about January 29, 2019 an Answer was filed to that Petition by the Board, through its counsel; and

WHEREAS, on or about February 19, 2019, the matter was then assigned to The Honorable Joseph F. Martone, ALJ, t/a, as the Settlement Conference judge; and

WHEREAS, on February 28, 2019, the parties appeared before ALJ Martone, t/a, for a Settlement Conference. In the spirit of good faith negotiations, the parties amicably reached a resolution of the ongoing litigation and placed the general terms and conditions on the record, subject to a written Settlement Agreement being drafted and disseminated to the parties; and

NOW THEREFORE, as a result of the good faith and amicable negotiations between the parties, the following terms and conditions were agreed upon to fully resolve this litigation:

1. The District shall pay all of [redacted] tuition and transportation costs to the Laurel School for the 2018-2019 school year.
2. [redacted] shall attend Brick Memorial High School for the 2019-2020 school year, beginning in September 2019.
3. Should there be a programming and/or placement dispute with the development of the IEP for the 2019-2020 school year, Laurel School shall not constitute the stay put placement.
4. An IEP meeting to develop an IEP for the 2019-2020 school year shall occur on or before April 19, 2019.
5. Between March 15, 2019 and the IEP meeting date, which is to occur on or before April 19, 2019, the parent will be provided an opportunity to observe Brick Memorial High School.
6. In addition, [redacted] will also be provided with an opportunity to observe Brick Memorial High School. The District shall allow [redacted] to "come to school for a day" and observe Brick Memorial High School prior to the end of the 2018-2019 school

year in June. If the parties believe another day of visitation would be helpful to then arrangements for that 2nd day will be made accordingly.

7. current case manager will continue to assist in programming and placement until the end of the 2018-2019 school year, including the transition from Laurel School to Brick Memorial High School. Beginning in September 2019, shall be assigned a new case manager at Brick Memorial High School. The District shall utilize all good faith efforts to maintain consistency of case management at all times when I attends Brick Memorial High School.
8. This Settlement Agreement shall be presented to the Board for consideration at the Board's April 11, 2019 meeting. At that time, the Board's special education attorney and the Director of Special Services will recommend approval of this Settlement Agreement.
9. This Settlement Agreement is made without any admissions of liability or responsibility or wrongdoing by any party hereto and shall not be construed as an admission by the Respondent that it did not offer a FAPE in the LRE for the 2018-2019 school year or for any and all prior school years.
10. As a material part of this Settlement Agreement, the Parent, individually, and on behalf of , specifically releases and waives all rights and claims of whatsoever nature relating to education, including, but not limited to any claim for reimbursement for educational services unilaterally provided to date, reimbursement of any and all incurred fees and costs, including educational advocate or attorney fees, her procedural rights, and the receipt of educational services for from the Brick Township School District, up until the date this Settlement Agreement is executed and approved by the Board of Education at its April 11, 2019 regularly scheduled monthly meeting.
11. This Settlement Agreement shall be governed by the Laws of the State of New Jersey.
12. This Settlement Agreement represents the entire Agreement between the parties and will not be modified in whole or in part except by a mutual subsequent written and signed Agreement.
13. It is acknowledged that this Settlement Agreement has been entered into freely, willingly and voluntarily, without duress or coercion, and with the opportunity to consult with representatives/advocates of each party's choosing and option. The

Petitioners did consult with non-attorney educational advocate, Joelle Nappi, and Respondent did consult with Paul C. Kalac, Esq., of Weiner Law Group, LLP.

14. The parties acknowledge that they were represented by competent representatives/advocates, and the parties acknowledge that they are satisfied with the representation of their representatives/advocates. It is further acknowledged that the parties understood the contents of this Settlement Agreement, and that each party hereto will be responsible for bearing any and all costs related to this matter and for their own fees and costs (including Petitioners' fees for advocate services and/or attorneys fees), and any other costs pursuant to 20 U.S.C.A. §1415 or any other Federal or State Statutes. It is further agreed that neither party is considered a "prevailing party", as that term is defined under prevailing special education law, for any purposes.
15. This Settlement Agreement is subject to approval by the Brick Township Board of Education. This Settlement Agreement shall be recommended for approval at the April 11, 2019 Board meeting. Upon full execution and approval by the Board, the herein Settlement Agreement shall be submitted to the New Jersey Office of Administrative Law's Trenton vicinage for approval and incorporation into a Final Decision and Order by ALJ Martone, t/a.
16. Petitioner waives all requests for compensatory special education and/or related services for the 2018-2019 school years that have been made to date, and hereby withdraws her January 12, 2019 Due Process Petition with prejudice.

STATE OF NEW JERSEY)

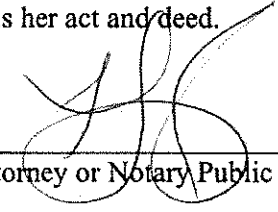
SS:

COUNTY OF OCEAN)

I CERTIFY, that on March 27, 2011, _____, individually and
personally came before me and acknowledged under oath, to my satisfaction, that is
person:

- (a) Is named in and personally signed this document; and
- (b) Signed sealed and delivered this document as her act and deed.

TRACI AMBROSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/31/2023



Attorney or Notary Public

IN WITNESS WHEREOF, the parties have signed this Settlement Agreement or caused their representatives to sign this Settlement Agreement on the dates set forth below.

PETITIONERS

Date: 3/27/19

[Signature]

BRICK TOWNSHIP BOARD OF EDUCATION

Date: _____

Stephanie Wohlrab, President
Brick Township Board of Education

Date: _____

James W. Edwards, Jr., CPA, Business
Administrator/Board Secretary
Brick Township Board of Education