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Attorneys for Respondent
Brick Township Board of Education
Our File No.: BRICK-136

	:	
	:	STATE OF NEW JERSEY
	:	DEPARTMENT OF EDUCATION
Petitioners,	:	
	:	OFFICE OF SPECIAL EDUCATION
	:	PROGRAMS
v.	:	
	:	OAL DOCKET NO.: EDS 07479-18
BRICK TOWNSHIP BOARD OF	:	AGENCY REF. NO.: 2018-27789
EDUCATION,	:	
	:	
Respondents.	:	SETTLEMENT AGREEMENT
	:	
	:	

WHEREAS, _____, who was born on _____ is currently _____ years of age, is currently a ninth (9th) grade student, 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 _____ during the 2017-2018 and 2018-2019 school years; and

WHEREAS, a dispute arose between the parties with regard to _____ special education services during the 2017-2018 and 2018-2019 school years; and

WHEREAS, _____ was on homebound instruction for medical reasons from on or about March 1, 2018 through the end of the 2017-2018 school year, and continued on home instruction during the 2018-2019 school year until on or about January 15, 2019 ; and

WHEREAS, on or about April 6, 2018, _____ parents, through their educational advocate, Dana Carney of Ignite Kids Advocates located in Marlboro, New Jersey, filed a Due

Process Petition seeking compensatory education for special education and related services for the 2017-2018 and 2018-2019 school years; and

WHEREAS, on or about April 23, 2018 an Answer was filed to that Petition by the Board, through its counsel; and

WHEREAS, on May 22, 2018, the parties participated in a Mediation session, but a resolution was not reached at that time; and

WHEREAS, on June 7, 2018, the parties participated in a Settlement Conference at the New Jersey Office of Administrative Law in Trenton before The Honorable Joseph F. Martone, ALJ/t/a, but despite good faith efforts from both parties, a resolution could not be reached; and

WHEREAS, in June 2018, the matter was then assigned to The Honorable Patricia M. Kerins, ALJ, as the hearing judge; and

WHEREAS, due process hearing dates were scheduled for September 26, 2018, October 1, 2018, October 2, 2018, and December 7, 2018; and

WHEREAS the parties participated in a prehearing conference call and several status conference calls during the months of July and August 2018; and

WHEREAS, the parties appeared before ALJ Kerins on September 26, 2018 for the first (1st) day of the hearing; and

WHEREAS, on that hearing date, the parties negotiated in good faith and reached an Interim Settlement Agreement; and

WHEREAS, the October 1 and 2, 2018 scheduled hearing dates were adjourned as the parties implemented the terms and conditions of the Interim Settlement Agreement; and

WHEREAS, new due process hearing dates were scheduled for November 26, 27, and 28, 2018, and December 7, 2018

WHEREAS, on November 21, 2018, the parties participated in a status conference call with ALJ Kerins regarding updating the Court on all developments regarding the implementation of the Interim Settlement Agreement; and

WHEREAS, during that November 21, 2018 conference call, ALJ Kerins adjourned the November 26, 27, and 28, 2018 and December 7, 2018 scheduled hearing date and rescheduled additional hearing dates for January 17, 24, 29, and 31, 2019; and

WHEREAS, in the spirit of good faith negotiations, the parties amicably reached a resolution of the ongoing litigation prior to the commencement of the Due Process Hearing scheduled for January 17, 2019; 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. shall be placed at the Collier School located in Marlboro Township, New Jersey, at the District's expense, for the time period January 16, 2019 through June 30, 2020. The District shall also provide transportation services for during the period of this Agreement. current IEP was amended on January 11, 2019 in order to reflect this new educational program/placement.
2. On or about March 15, 2019, a thirty (30) day transition meeting shall be held at the Collier School. The IEP team will consider and make a decision as to whether is eligible to receive an extended school year ("ESY") program for the Summer of 2019.
3. On or about February 15, 2020, an annual review IEP meeting shall be held at the Collier School regarding the development of IEP for the 2020-2021 school year.
4. Petitioners acknowledge that the implementation of (IEP, including any related special education services, shall be the responsibility of the Collier School for the duration of her enrollment there during the time period of this Agreement. Should seek to be re-enrolled in the District, the District will take all steps necessary to necessitate the student's smooth re-enrollment and the provision of special education and related services to the extent same is/are warranted.
5. This 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 2017-2018 and/or 2018-2019 school years or for any and all prior school years.
6. As a material part of this Agreement, the Parents, individually, and on behalf of , specifically release and waive 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, their procedural rights, and the receipt of educational services for from the Brick Township School District, for the effective dates of this Agreement.
7. This Settlement Agreement shall be governed by the Laws of the State of New Jersey.

8. 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.
9. It is acknowledged that this 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, Dana Carney, and Respondent did consult with Paul C. Kalac, Esq., of Weiner Law Group, LLP.
10. 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 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 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.
11. This Agreement is subject to approval by the Brick Township Board of Education. This Settlement Agreement shall be recommended for approval at the March 14, 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 Kerins.
12. Petitioners waive all requests for compensatory special education and/or related services for the 2017-2018 and 2018-2019 school years that have been made to date, and hereby withdraw their April 6, 2018 Due Process Petition with prejudice.

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: 2/21/19

[Signature]

Date: 2/21/19

[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

STATE OF NEW JERSEY)

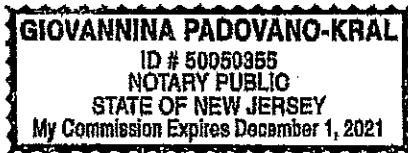
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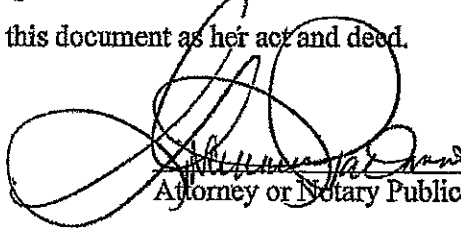
COUNTY OF MONMOUTH)

I CERTIFY, that on Feb. 21, 2019 Amy Arbore, A.A., individually and
o/b/o C.A., 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.




Attorney or Notary Public

STATE OF NEW JERSEY)

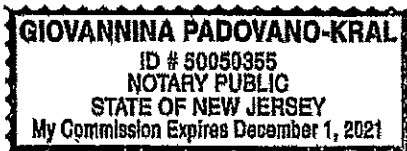
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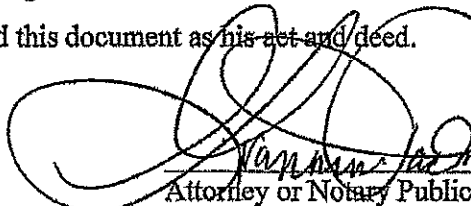
COUNTY OF MONMOUTH)

I CERTIFY, that on Feb. 21, 2019 Steve Arbore, 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 his act and deed.




Attorney or Notary Public