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Attorneys for Respondent
Brick Township Board of Education

	:	
	:	STATE OF NEW JERSEY
	:	DEPARTMENT OF EDUCATION
Petitioner,	:	
	:	OFFICE OF SPECIAL EDUCATION
	:	PROGRAMS
v.	:	
	:	OFFICE OF ADMINISTRATIVE LAW
BRICK TOWNSHIP BOARD OF	:	
EDUCATION,	:	OAL DOCKET NO.: EDS 1400-2019S
	:	AGENCY REF. NO.: 2020- 30645
Respondents.	:	
	:	
	:	SETTLEMENT AGREEMENT AND
	:	RELEASE

WHEREAS who was born on is currently
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, currently attends the Woods Services School (hereinafter “Woods”) located in Langhorne, Pennsylvania, and he has attended Woods since September 7, 2016; and

WHEREAS, the Brick Township Board of Education (hereinafter “Board”) is the local educational agency (“LEA”) with responsibility for providing a free and appropriate public education (“FAPE”) in the least restrictive environment (“LRE”) to S.P.V. during the 2017-2018, 2018-2019 , and 2019-2020 school years; and

WHEREAS, a dispute arose between the parties with regard to pecial education services for the 2019-2020 school year; and

WHEREAS, on July 26, 2019, Petitioners counsel filed a petition for mediation challenging the appropriateness of the Board’s IEPs for :017-2018, 2018-2019, and 2019-2020 school years; and

WHEREAS, on September 9, 2019, the parties participated in a Mediation Session to attempt to resolve the dispute; and

WHEREAS, despite good faith negotiations, the dispute was not resolved; and

WHEREAS, same July 26, 2019 Petition for Mediation was converted to a Due Process Petition at the September 9, 2019 Mediation Session; and

WHEREAS, on September 27, 2019, the Board's counsel sent Petitioner's counsel a letter setting forth multiple potential conflicts regarding her continued representation of and

WHEREAS, same September 27, 2019 letter requested Petitioner's counsel voluntarily withdraw her representation of or the Board's counsel would formally seek her disqualification regarding same;

WHEREAS, on October 4, 2019, Petitioner's counsel provided a written response to the September 27, 2019 letter in which such response denied any potential conflicts; and

WHEREAS, also on October 4, 2019, Petitioner's counsel filed an Application for Emergent Relief seeking an Order requiring the Board to pay Woods any balance due in order to maintain educational placement there and requiring the Board to take all steps necessary to maintain placement at Woods pursuant to the "stay put" provision of the IDEA until the underlying proceedings have been completed; and

WHEREAS, on October 8, 2019, the parties received a written notice from the New Jersey Office of Administrative Law scheduling oral argument on the application for emergent relief before Administrative Law Judge, Dean Buono, ("ALJ Buono") on October 11, 2019; and

WHEREAS, on October 9, 2019, the Board's counsel filed both an opposition to the October 4, 2019 emergent relief application and a Cross-Motion to Disqualify Petitioner's counsel; and

WHEREAS, on October 10, 2019, Petitioner's counsel provided written responses to ALJ Buono regarding both the Board's opposition to the application for emergent relief and the Board's Cross-Motion to Disqualify Petitioner's counsel; and

WHEREAS, the parties appeared before ALJ Buono on October 11, 2019, and, in the spirit of compromise and good faith negotiations, a partial resolution of the July 26, 2019 and October 4, 2019 disputes was reached;

NOW THEREFORE, as a result of the good faith and negotiations between the parties, the following terms and conditions were agreed upon to partially resolve these litigations:

1. Regarding the October 4, 2019, application for emergent relief, the Board will make all tuition payments which include educational and therapeutic costs to Woods (but

completely and totally exclude any financial obligations whatsoever for residential costs) for the time periods September 1, 2018 to June 30, 2019.

2. Regarding the July 26, 2019, petition for mediation (which was converted to a Due Process Petition at the September 9, 2019, mediation session), Petitioner withdraws, with prejudice, any and all claims that a free and appropriate public education ("FAPE") in the least restrictive environment ("LRE") was denied to him by the Board for 2017-2018 school year (including Extended School Year programming for Summer 2018) and the 2018-2019 school year (including the Extended School Year programming for the Summer of 2019). Such withdrawal of the requested relief for 2017-2018 and 2018-2019 (including both ESYs), includes any and all requested relief for compensatory education, residential reimbursement as a form of compensatory education, all costs and expenses incurred, including but not limited to any tutoring services provided to [redacted] during the relevant periods, any claims for violations of Section 504 of the Rehabilitation Act and the Americans with Disabilities Act regarding alleged discriminatory acts by the Board, as well as any and all other forms of requested relief related directly or indirectly to the provision of FAPE in the LRE, as well as any reimbursement for attorneys' fees or expert fees in accordance with 20 U.S.C.A. Section 1415 (i)(3)(B) and 29 U.S.C. Section 794 et seq.
3. Petitioner hereby preserves all of his rights to all claims for the 2019-2020 schooling year, including stay put rights, as applicable under Federal and State special education laws.
4. Effective October 15, 2019 at 11:59 P.M., Eastern Standard Time, Freeman Law Offices, LLC withdraws, with prejudice, as counsel of record on behalf of Petitioner regarding representing him for any matters regarding the provision of special education and related services to [redacted] by the District from July 14, 2017 to October 15, 2019 at 11:59 P.M.
5. Effective October 15, 2019 at 11:59 P.M., Eastern Standard Time, Weiner Law Group, LLP, will withdraw, with prejudice, the October 9, 2019 Cross-Motion to Disqualify Hillary D. Freeman, Esq., and the Freeman Law Offices, LLC, filed with the New Jersey Office of Administrative Law (and all accompanying documents attached to said Cross-Motion, including, but not limited to the Certification of the District's current Director of Special Services and the Notice of Cross-Motion to disqualify Hillary D. Freeman, Esq. and Freeman Law Offices, LLC.
6. As a condition of such withdrawal with prejudice of the Cross-Motion referenced in Paragraph #5 above, the Board hereby agrees that it will not file the Cross-Motion in any other forum.
7. The parties agreed that the student's 2019-2020 educational programming and placement remains a viable and open legal issue should Petitioner retain new counsel, and if such new counsel is retained, any amended or newly filed Due Process Petition shall only apply to Petitioner's 2019-2020 school year.

8. Any and all other costs and expenses, of whatsoever nature, incurred by regarding the filing of the due process petition against the Board or any private educational expenses associated with this matter not specifically addressed herein, are and shall remain the sole responsibility of the Petitioner. The foregoing shall constitute the full and complete settlement regarding any and all claims of whatever nature the Petitioner has or may have against the Board through the date on which the Board approves the Settlement Agreement reached by the parties in this matter.
9. The Board has no obligation to provide compensatory educational or related services to for the 2017-2018 or 2018-2019 school years or for any and all prior school years.
10. 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 2017-2018 and 2018-2019 school years or for any and all prior school years.
11. As a material part of this Agreement, the Petitioner specifically releases and waives all rights and claims of whatsoever nature relating to his education, including, but not limited to any claim for reimbursement for educational services unilaterally provided to date, reimbursement of any and all incurred attorneys' fees and costs and the receipt of educational services for from the Brick Township School District, for the effective dates of this Agreement.
12. This Settlement Agreement shall be governed by the Laws of the State of New Jersey.
13. 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.
14. 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 counsel of each party's choosing and option. The Petitioner did consult with Hillary D. Freeman, Esq., and Respondent did consult with Paul C. Kalac, Esq., of Weiner Law Group, LLP.
15. The parties acknowledge that they were represented by competent counsel, and the parties acknowledge that they are satisfied with the representation of their counsel. It is further acknowledged that they 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 attorneys' fees and costs, 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.

16. This Settlement Agreement is subject to approval by the Brick Township Board of Education. 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 Buono. This Settlement Agreement shall be recommended for approval at the October 15, 2019 Board meeting.

17. Petitioner waives all requests for compensatory education and related services for the 2017-2018 and 2018-2019 school year that have been made to date, and hereby withdraws his July 26, 2019, Petition for mediation (converted to Due Process Petition on September 9, 2019) with prejudice for 2017-2018 and 2018-2019 school years and for any and all prior school years. Petitioner also withdraws with prejudice the October 4, 2019 application for emergent relief with the understanding that Petitioner preserves all rights for the 2019-2020 school year.

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.

PETITIONER

Date: _____

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)

SS:

COUNTY OF OCEAN)

I CERTIFY, that on _____, 2019 _____, 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