

<p>████ and █████ o/b/o █████  Petitioner,  v.  BLACK HORSE PIKE REGIONAL SCHOOL DISTRICT BOARD OF EDUCATION,  Respondent.</p>	<p>STATE OF NEW JERSEY COMMISSIONER OF EDUCATION  DOCKET NO: EDS 08879-2021S AGENCY REF NO.: 2022-33438  SETTLEMENT AGREEMENT AND GENERAL RELEASE</p>
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THIS AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the "Agreement") is entered into by and between █████ and █████, individually and on behalf of their child, █████ (hereinafter collectively referred to as "Petitioners") and the Black Horse Pike Regional School District Board of Education (hereinafter referred to as the "Board") to resolve and settle all outstanding claims and disputed issues as follows:

**RECITALS**

WHEREAS, █████ is a student deemed eligible to receive special education and related services; and

WHEREAS, the Board is the local educational authority with the responsibility of providing a free, appropriate public education ("FAPE") to █████; and

WHEREAS, a disagreement arose between Petitioners and the Board (hereinafter collectively referred to as the "Parties") as to, *inter alia*, █████ educational placement; and

WHEREAS, Petitioners have filed a Petition for Due Process against the Board as to the disagreement which is pending in the Office of Administrative Law; and

WHEREAS, the Parties, after the opportunity for consultation with and between their respective legal counsel and following negotiations, desire to resolve all aspects of their dispute efficiently and amicably by entering into this Agreement so as to avoid the uncertainty, expenditure of time and resources, and the incurring of costs and expenses associated with further proceedings and/or litigation; and

WHEREAS, neither of the Parties admits or acknowledges, either explicitly or implicitly, any misconduct, wrongdoing, and/or liability, but through and by this Agreement are

taking this action solely as a matter of a business judgment and at the recommendation of their respective legal counsel; and

THUS, the Parties, in view of the aforementioned premise and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, enter into this Agreement to outline their agreement, release claims, and express the full and complete terms of same; NOW, THEREFORE, THE PARTIES HEREBY AGREE:

1. **American School for the Deaf:** The Parties understand and agree that the current educational placement for [REDACTED] shall be a residential placement at the American School for the Deaf (hereinafter referred to as "ASD"). This placement will be subject to an order from the Court in accordance with N.J.S.A. 18A:46-14. The residential placement will be reflected in the operative Individualized Education Plan for the 2022-2023 school year.
2. **Board Financial Responsibility:** The Parties understand and agree that the Board shall be financially responsible for payment of only the educational component of the student's placement at ASD, contingent upon Petitioners maintaining their residency within the Black Horse Pike Regional School District. Petitioners understand and agree that the Board shall in no way be responsible, and shall have no obligation, financial and/or otherwise, for funding or payment of any aspect of the student's attendance at ASD during the Agreement Period beyond the educational component of the student's placement.
3. **Waiver and General Release:** As and in consideration for this Agreement, Petitioners understand and agree that the pending Petition for Due Process shall be voluntarily withdrawn by way of a written request to the Court, to be submitted by counsel for Petitioners within five (5) business days of receipt of the fully executed Agreement. Petitioners further understand and agree that the Board shall not be considered or determined to have denied [REDACTED] a thorough and efficient public education, nor shall the Board be considered or determined to have discriminated or otherwise acted or failed to act in any wrongful manner towards to Petitioners. Petitioners, individually and on behalf of [REDACTED] hereby forever and fully waive and release the Board from any and all claims that have accrued as of the date of this Agreement which any of the Petitioners have or may have against the Board in relation to the educational, special education and/or related services provided and/or offered to [REDACTED] including all legal, contractual, common law, statutory and/or equitable claims under state and/or federal law through the date of this Agreement, including but not limited to claims for and/or under:
  - a. Individuals with Disabilities in Education Improvement Act, 20 U.S.C. §1415 *et seq.* and/or its implementing regulations;
  - b. N.J.S.A. 18A:46-1, et seq. and/or N.J.A.C. 6A:14-1.1, et seq.;
  - c. compensatory education, "stay put" placement, and/or reimbursement related to any

unilateral and/or out-of-district placement whether known or unknown;

- d. §.3434 (also known as "P.L.2021, c.109");
- e. §.905 (also known as "P.L.2022, c.2");
- f. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 et seq.;
- g. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 et seq.;
- h. Family Education Rights and Privacy Act, 20 U.S.C. §1232g et seq.;
- i. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 et seq.;
- j. The Rehabilitation Act of 1973, as amended, 20 U.S.C. §7801 et seq.;
- k. 29 U.S.C. §794(a);
- l. 42 U.S.C. §1983;
- m. 42 U.S.C. §1988;
- n. New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.;
- o. New Jersey Civil Rights Act N.J.S.A. 10:6-1 et seq.;
- p. compensatory, economic, and/or punitive damages;
- q. attorneys and other professional fees; and
- r. any federal, state, or local laws or causes of action arising from and/or related to the claims asserted in the Petition of Appeal.

Nothing set forth in this provision shall be construed as a release or waiver of any claims between the Parties that may arise after the date of this Agreement. Nothing set forth in this provision shall be construed as a release or waiver of any claims between the Parties seeking to enforce any term or provision of this Agreement.

4. **Indemnification:** Petitioners, individually and on behalf of [REDACTED] agree to indemnify and hold harmless the Board, its current and former members, officers, directors, agents, servants, employees, successors, attorneys, assigns, and affiliates, against and from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, indemnities, and obligations of every kind and nature, in law, equity, or otherwise, known and unknown, suspected or unsuspected, disclosed or undisclosed, initiated by [REDACTED] upon reaching the age of majority, arising out of or in any way related to agreements, events, acts, omissions, or conduct which relate in any way or are premised upon this Agreement or [REDACTED] education through the date of this Agreement, including without limitation: any and all such claims and demands directly or indirectly arising from or any way connected with the Board's obligation to provide [REDACTED] with a thorough and efficient public education and/or a free and appropriate public education; and/or claims pursuant to any federal, state, or local laws or causes of action arising from and/or related to the claims asserted in the Petition for Due Process. Petitioners further acknowledge and understand that the Board has no control over the program, the staff, or the provision of services at ASD, and therefore agree to generally release and

forever hold harmless the Board, its members, officers, employees, administrators, agents, servants, and assigns, including the cost of defense counsel, for any liability of any kind for any losses, including, but not limited to, any personal injuries, damages, emotional distress or property destruction suffered by [REDACTED] while attending ASD during the Agreement Period. In the event that the Board shall be required to defend any such action initiated by [REDACTED] upon their reaching the age of majority and for a period of three years thereafter, the Board shall be permitted to hire counsel of its own choice at the sole cost of Petitioners.

5. **Prevailing Parties and Attorney's Fees:** Neither Party will be considered to be a "prevailing party" for any purpose, and each Party shall be responsible for their own attorney's fees, expert costs, and any other costs and/or expenses incurred in connection with this matter and/or with the development of this Agreement.
6. **Confidentiality and Non-Disparagement:** Each of the Petitioners, individually and jointly, including [REDACTED] understands and agrees that this Agreement, including its terms, must remain confidential to the full extent allowed by law as a material term of this Agreement. As such, the Parties further understand and agree that the terms and existence of this Agreement are and shall remain confidential to the extent permitted by law and shall not be disclosed by any of the Petitioners, individually and/or jointly, to any other individual or entity, other than counsel, financial professional and/or services provider, without the written consent of the other Party, unless enforcement of this Agreement is sought by the non-breaching Party in a court of law. No Party shall engage in disparaging and/or negative comments or statements regarding any other Party and/or their conduct, with regard to the claims covered by this Agreement, this Agreement and/or the terms thereof, and/or the settlement process for this Agreement, in any forum or media, including, but not limited to, any and all social media statements or posts of any kind on any platform, website or application such as, but not limited to, Facebook, Instagram, YouTube, Twitter, or any other platform(s), website(s) or application(s).
7. **Review of Agreement:** The Parties acknowledge that they have read and understand the terms of this Agreement, have had an opportunity to have had the Agreement reviewed by legal counsel (if they so choose), are satisfied with the advice of such counsel, and that they are entering into this Agreement knowingly, freely, voluntarily, without coercion, and not under the influence of anything or anyone.
8. **Board Approval:** Petitioners understand and agree that this Agreement is subject to approval by the Board at its next regularly scheduled meeting following the execution of this Agreement by Petitioners. If so approved, a fully executed copy of this Agreement and accompanying Board resolution shall be provided to Petitioners within ten (10) calendar days of such approval.
9. **Authority to Sign:** Petitioners, individually and jointly, represent, verify, and affirm to the Board that they have the authority and ability to enter into this Agreement on behalf of [REDACTED] and that each of the Petitioners understand and agree that this Agreement is binding on


Petitioners, individually and/or jointly.

- 10. **Interpretation of Agreement:** This Agreement shall be interpreted, enforced, and governed under the laws of the State of New Jersey, without regard to that jurisdiction's choice-of-law doctrines. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. The Parties understand and agree that that this Agreement is the product of mutual draftmanship and any rule or law requiring that it be construed against the drafter shall not apply.
- 11. **Entire Agreement:** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations. This Agreement may only be amended in writing by way of a document signed by all Parties.
- 12. **Counterparts:** This Agreement may be executed in one (1) or more counterparts, all of which shall be considered a single and the same and shall become effective when one (1) or more counterparts have been signed by each Party. It is understood and agreed that the Parties need not sign the same counterpart, and this Agreement shall be fully valid, legally binding, and enforceable whether executed in a single document or in such counterparts.


INTENDING TO BE legally bound hereby and IN WITNESS WHEREOF, the Parties hereto hereby execute this Agreement and General Release as witnessed by their signatures below.

**PETITIONERS**

**BLACK HORSE PIKE REGIONAL SCHOOL BOARD OF EDUCATION**

DocuSigned by:  
  
 \_\_\_\_\_  
 individually and on behalf of \_\_\_\_\_  
 Date: 9/8/2022

\_\_\_\_\_  
 Board President  
 Date: \_\_\_\_\_

  
 \_\_\_\_\_  
 individually and on behalf of \_\_\_\_\_  
 Date: 9/30/22