

AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the "Agreement") is entered into by and between [REDACTED] and [REDACTED], individually and on behalf of their child, [REDACTED] (hereinafter collectively referred to as "Parents") and the Black Horse Pike Regional School District (hereinafter referred to as the "District") to resolve and settle all outstanding claims and disputed education issues as follows:

RECITALS

WHEREAS, [REDACTED] is a student of the District deemed eligible to receive special education and related services; and

WHEREAS, the District is the local educational authority with the responsibility of providing a free, appropriate public education ("FAPE") to [REDACTED]; and

WHEREAS, the District and Parents (hereinafter collectively referred to as the "Parties") have collaboratively agreed to an Individualized Education Plan ("IEP") to provide [REDACTED] with FAPE in the least restrictive environment pursuant to Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §1400, *et seq.*, and N.J.A.C. 6A:14-1.1 *et seq.*; and

WHEREAS, as part of the IEP, the District and Parents have agreed that the appropriate placement for [REDACTED] for the 2021-2022 school year is the Centreville Layton School; and

WHEREAS, the Parties, after the opportunity for consultation with and between their respective legal counsel and following negotiations, desire to efficiently and amicably resolve all aspects of any further dispute 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 potential proceedings and/or litigation; and

WHEREAS, neither of the Parties admits or acknowledges, either explicitly or implicitly, any misconduct, wrongdoing, and/or liability for any alleged deficiencies in the special education and related services to be provided or made available to [REDACTED] by the District, but through and by this Agreement and Release are taking this action solely as a matter of a business judgment and at the recommendation of their respective legal counsel; and

THUS, 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, 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 THAT:

1. Out-of-District Placement: The Parties acknowledge and agree that, as set forth in a proposed Individualized Education Plan ("IEP"), the out-of-district placement at the Centreville Layton School ("Centreville") would provide [REDACTED] with FAPE in the least restrictive environment pursuant to Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §1400, *et seq.*, and N.J.A.C. 6A:14-1.1 *et seq.* for the 2021-2022 school year. In accordance with N.J.A.C. 6A:14-3.7(d), Parents further agree and consent to the revision of the student's IEP to reflect the out-of-district placement without the need for further meeting. The IEP will provide for transportation to and from Centreville Layton School for the regular school year. Parents will be reimbursed the amount of \$1,888.56 (calculated at \$.565 per mile per day plus \$10.00 toll per day) representing the eighteen (18) days that they transported [REDACTED] to Centreville prior to the Board obtaining transportation for the student.

Should [REDACTED] be unable to continue attending Centreville Layton School for any reason, the Parties will collaborate to identify another out-of-district placement at a day school for students with language-based learning disabilities. Should no such school be available within fifteen (15) school days of [REDACTED] ceasing to attend Centreville Layton, the Board shall convene an IEP meeting to propose a revision of student's IEP for the remainder of the school year. In that event, each Party reserves all rights and remedies with respect to [REDACTED]'s educational program and placement going forward.

2. Responsibility for Placement: The Parties understand and agree that the Board shall in no way be responsible, and shall have no obligation, to evaluate or assess [REDACTED], nor shall the Board be responsible, and shall have no obligation, to prepare, administer, case manage, monitor, and/or implement an Individualized Education Plan (IEP), or a program of special education or related services, to and/or for [REDACTED] during his placement at Centreville. Any and all special education and services to be provided to [REDACTED] at Centreville shall be provided

by, and shall be the responsibility of, Centreville and/or Parents.

The Parents acknowledge and agree that the District shall not be considered or determined to have denied [REDACTED] a free appropriate public education prior to the student's placement at the Centreville Layton School for the 2021-2022 school year, nor shall the District be considered or determined to have failed to provide special education and/or related services to [REDACTED] prior to the student's placement at the Centreville Layton School for the 2021-2022 school year.

In consideration of the above, Parents specifically waive and release all claims for special education and/or related services which were to be provided to [REDACTED] by the District prior to the student's placement at the Centreville Layton School for the 2021-2022 school year.

3. **Extended School Year 2022:** The parties agree that the District will provide [REDACTED] with three hours per week of Wilson Reading System instruction delivered by a reading specialist, a certified Wilson Dyslexia Practitioner, or a Wilson Dyslexia Therapist for the duration of the District's 2022 ESY program, at the District's location of choice, with transportation provided to the same extent offered to other students enrolled in the District's ESY or summer enrichment programs. Parents specifically waive and release all claims for any other special education and/or related services which would otherwise be provided to [REDACTED] by the District during ESY 2022.

Waiver and General Release: Parents, individually and on behalf of [REDACTED], hereby forever and fully waive and release the District from all claims that have accrued as of the date of this Agreement which Parents and/or [REDACTED] has or may have against the District 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: compensatory education, including but not limited to claims related to compensatory education under any prior settlement agreement with the District:

- a. compensatory education;
- b. attorneys and other professional fees;
- c. reimbursement related to any unilateral and/or out-of-district placement whether known or unknown;

- d. N.J.A.C. 6A:14-1.1, *et seq.*;
- e. S.3434 (also known as "P.L.2021, c.109");
- f. Individuals with Disabilities in Education Improvement Act, 20 U.S.C. §1415 *et seq.*;
- g. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §701 *et seq.*;
- h. Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §12101 *et seq.*;
- i. Family Education Rights and Privacy Act, 20 U.S.C. §1232g *et seq.*;
- j. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000 *et seq.*;
- k. The Rehabilitation Act of 1973, as amended, 20 U.S.C. §7801 *et seq.*;
- l. 29 U.S.C. §794(a);
- m. 42 U.S.C. §1983;
- n. 42 U.S.C. §1988; and
- o. New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*

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: Parents, individually and on behalf of [REDACTED], agree to indemnify and hold harmless the District, 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]'s 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 District's obligation to provide [REDACTED] with an appropriate education; claims pursuant to any federal, state, or local laws or causes of action; claims pursuant to federal and state special educational laws including without limitation: the IDEA, 20 U.S.C. §§ 1400 to 1482, N.J.S.A. 18A:46-1 to -55, and N.J.A.C. 6A:14-1.1 to -10.2. In the event that the District shall be required to defend any such action initiated by [REDACTED] upon his reaching the age of majority and for a period of three years thereafter, the District shall be permitted to hire counsel of its own choice at the sole cost of Parents.

5. Prevailing Parties and Attorneys Fees: Neither Party will be considered to be a

“prevailing party” for any purpose, and each Party shall be responsible for their own attorneys’ fees, expert costs and any other costs incurred in connection with this matter and/or with the development of this Agreement.

6. **Confidentiality and Non-Disparagement:** 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 Party to any other individual or entity, other than counsel, financial professional and/or services provider, unless enforcement of this Agreement is sought by either Party in a court of law, without the written consent of the other Party. 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 website or application such as, but not limited to, Facebook, Instagram, YouTube, Twitter, or any other 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. **District Approval:** Parents understand and agree that this Agreement is subject to approval by the Black Horse Pike Regional School District Board of Education during its regularly scheduled meeting following the execution by Parents of this Agreement. If so approved, a fully executed copy of this Agreement and accompanying Board resolution shall be provided to Parents within ten (10) calendar days of such approval.

9. **Authority to Sign:** Parents represent, verify, and affirm to the District that they have the authority and ability to enter into this Agreement on behalf of [REDACTED] and that it is binding on Parents and on [REDACTED].

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 draftsmanship 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.

PARENTS

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

Board President

Date: _____